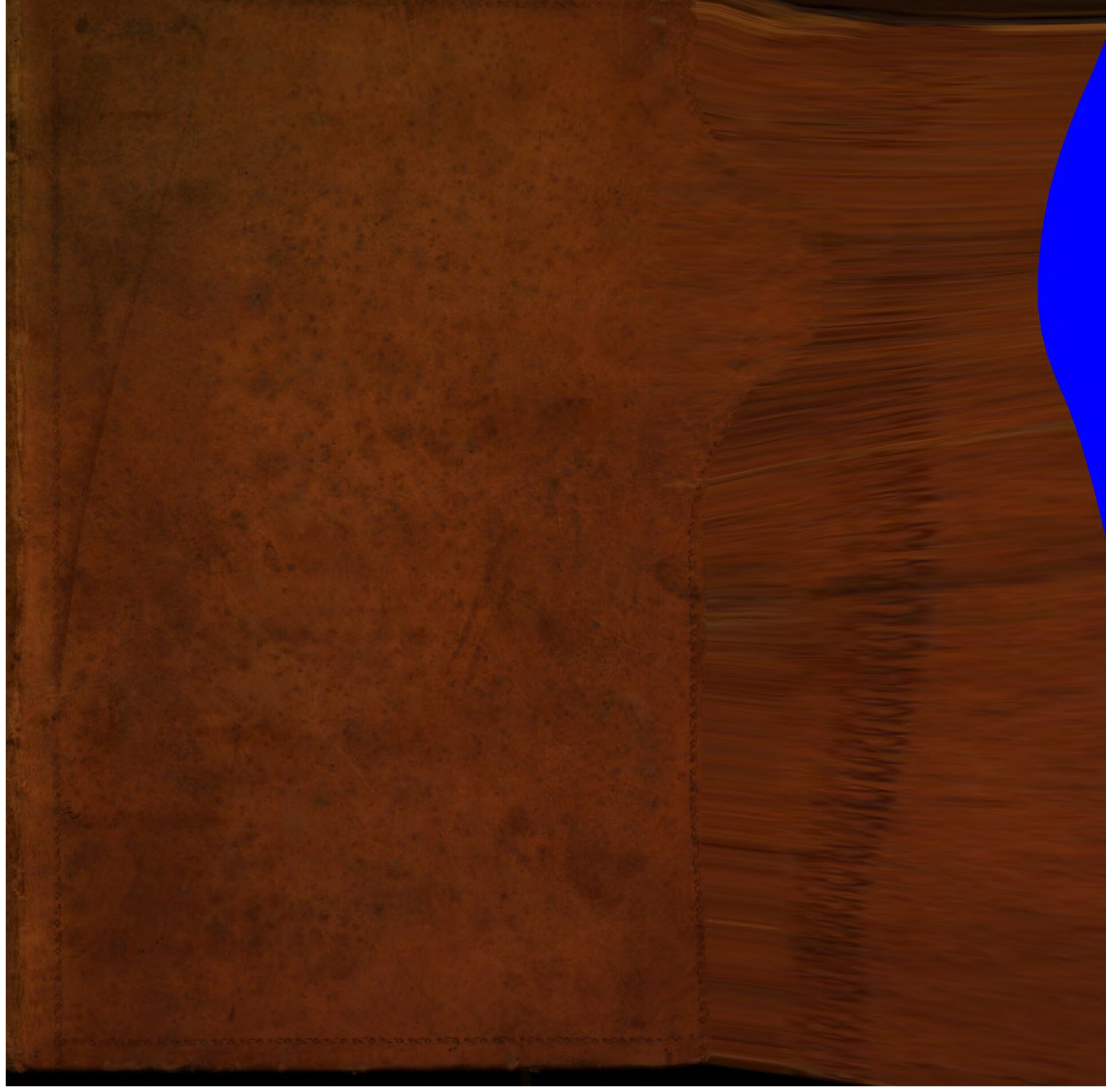
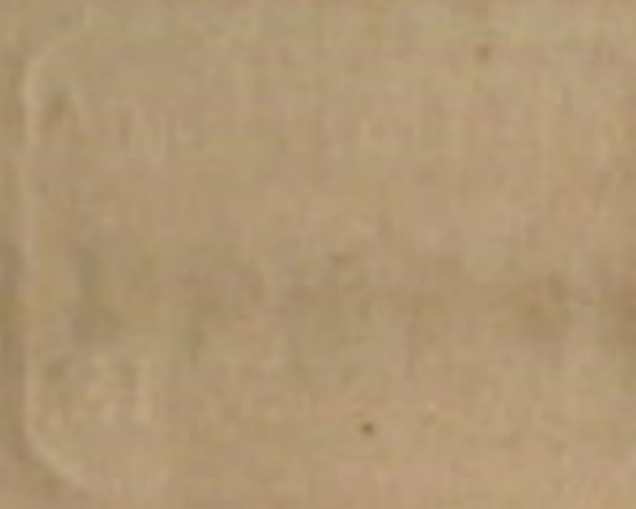




1.2.2.2.2.2
(119²)

Am. B. 3040 (Mgd) 2



THE HISTORY OF THE

THIRTY FIFTH CONGRESS

1857-58

IN THREE VOLUMES

BY JAMES A. STEPHENS, SENATOR

1859

RECEIVED OF THE

OFFICE OF THE

RECORDS

AND

THE

OFFICE

OF THE

RECORDS

AND

THE

OFFICE

OF THE

RECORDS

AND

THE

OFFICE

REPORTS OF COMMITTEES

OF THE

HOUSE OF REPRESENTATIVES,

MADE

DURING THE SECOND SESSION

OF THE

THIRTY-FIFTH CONGRESS:

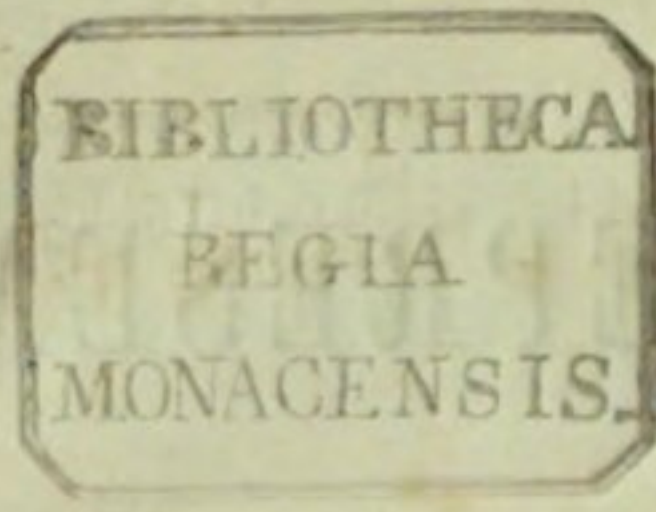
1858-'59.

PRINTED BY ORDER OF THE HOUSE OF REPRESENTATIVES.

IN THREE VOLUMES.

WASHINGTON :
JAMES B. STEEDMAN, PRINTER.
1859.

REPORTS OF COMMITTEES



HOUSE OF REPRESENTATIVES

REPORT OF THE SELECT COMMITTEE

THIRTY-FIFTH CONGRESS

1857-58

IN THREE VOLUMES

WASHINGTON
PUBLISHED BY THE SENATE

INDEX

TO

REPORTS OF COMMITTEES

OF

THE HOUSE OF REPRESENTATIVES.

THIRTY-FIFTH CONGRESS, SECOND SESSION.

1858-'59.

VOL. 1 . . . No. 1 to 255, except Nos. 184, 188, and 189.
 VOL. 2 . . . No. 184.
 VOL. 3 . . . Nos. 188 and 189.

A.

	Vol.	No.
Accounts, Committee on—		
Charges against member of	1	186
Adams, Adelaide, widow of Commander George Adams	1	223
Albred, Mary Ann	1	101
Alden & Williams	1	13
Allen, Benjamin	1	106
Allen, John	1	61
Almy, Benjamin	1	24
American artists	1	198
Anderson, Invalid Pensions, Sarah Blackwell	1	28
Michael Hanson	1	29
Anslem Clackson	1	30
William F. Broaddus	1	31
Benjamin Cummins	1	32
William Youngs	1	33
Moses Grooms	1	120
Joseph Files <i>et al.</i>	1	121
Ansart, Catharine, heirs of	1	138
Armory, Shelby county, Alabama	1	152
Arnold, Claims—		
Joseph C. G. Kennedy	1	78
David Myerle	1	125
Atkins, select, levee on Mississippi river, in Tennessee, and Kentucky	1	179

B.

Babbitt, Charles W.	1	94
Babbitt, Almon W., administrator of	1	131
Barton, Hester S.	1	180
Barnes, Dexter	1	140
Bateman, Constance	1	217
Bedinger, Daniel, administrator of	1	139
Bell, Dr. A. N.	1	97
Benton, Benjamin H.	1	193

	Vol.	No.
Bent, William W.....	1	151
Billinghurst, Judiciary, Carmick & Ramsey.....	1	199
Blair, Private Land Claims, private land claims in Missouri.....	1	130
Blackwell, Sarah.....	1	28
Bocock, Naval Affairs, Lieutenant James M. Gilliss.....	1	165
Select, naval contracts and expenditures.....	2	184
Boyce, Foreign Affairs, G. S. Murad.....	1	168
Elections, Nebraska contested election.....	1	156
Bonham, Military Affairs—		
Frederick Stephens.....	1	87
J. W. Brown.....	1	88
José Maria Valdez.....	1	89
Texas volunteers.....	1	143
Burke, Lieutenant Colonel Martin S., <i>et al</i>	1	218
David G. Burnet.....	1	219
Botner, James, <i>et al</i>	1	95
Bowers, Henry F.....	1	34
Branch, Foreign Affairs—		
Thomas W. Ward.....	1	100
Spain, unadjusted differences, majority report.....	1	134
Brayton, Patents—		
Phineas Emmons.....	1	66
John Tatham <i>et al</i>	1	190
Brashear, Sarah.....	1	161
Breeding, Elizabeth, <i>et al</i>	1	114
Broadus, William T.....	1	31
Bronaugh, Anne E.....	1	59
Brown, J. W.....	1	88
Brown, Rice M.....	1	147
Brown, William.....	1	215
Brown, William.....	1	231
Bruquier, Theophile.....	1	11
Bryan, Indian Affairs, Indian depredations in Texas.....	1	255
Buffinton, Military Affairs—		
Dr. John Work.....	1	12
Alden & Williams.....	1	13
Julius Martin.....	1	58
Anne E. Bronaugh.....	1	59
Antoine Robidoux.....	1	60
James Vaughn.....	1	50
Rice M. Brown.....	1	147
Orrin H. Rice.....	1	148
Burnett, District of Columbia, William H. De Groot.....	1	182
Burnet, David G.....	1	219
Burke, Lieutenant Martin S., <i>et al</i>	1	218
Buxton, John, <i>et al</i>	1	95

C.

Camp, John, and others.....	1	105
Carmick & Ramsey.....	1	199
Carver, N., and L. Gregory, administrators of.....	1	46
Carpenter, Ira.....	1	47
Castle, Anthony or Carlos, <i>et al</i>	1	108
Case, Invalid Pensions—		
Albro Tripp.....	1	38
Jacob Sailor.....	1	39
William Kingsbury.....	1	40
Jacobina Keefhaber.....	1	41
Ebenezer Ricker.....	1	42
James Lacy.....	1	222
Adelaide Adams, widow of Commander George Adams.....	1	223
James Floyd.....	1	224
Lieutenant Robert Cunningham.....	1	225

	Vol.	No.
Case, Invalid Pensions—		
John Houser.....	1	226
Micajah Hawks.....	1	227
Major John F. Hunter.....	1	228
Sutton M. Young.....	1	229
Alexander Gaddes.....	1	230
William Brown.....	1	231
Causten, Joseph H., legal representatives of.....	1	163
Cazelard, Pierre.....	1	240
Chaffee, Invalid Pensions—		
Michael Lantier.....	1	107
James Monroe <i>et al.</i>	1	108
William Sutz.....	1	109
Lawrence Maloney.....	1	110
Elbert Mullinax.....	1	111
Catharine Kincade.....	1	112
Jesse Kinney, heir of.....	1	113
Alamander Vauter <i>et al.</i>	1	114
Simon Smith.....	1	115
John Cunningham.....	1	116
Ezekiel Jones.....	1	117
Chaudonet, Francis, legal representatives of.....	1	250
Chapin, Virginius P., <i>et al.</i>	1	212
Chenery, Richard.....	1	150
Cheetham, David, <i>et al.</i>	1	190
Clark, Michael R., <i>et al.</i>	1	108
Clark, Horace F. Judiciary—		
W. C. Reddall.....	1	49
Joseph Nourse, legal representatives of.....	1	50
Claims, Committee of—		
Arnold, David Myerle.....	1	125
J. C. G. Kennedy.....	1	78
Davidson, Samuel Perry.....	1	77
Captain J. H. Estes.....	1	126
George J. Knight, majority report.....	1	142
Moses Meeker.....	1	235
Goodwin, D. H. Johnston.....	1	76
Lucy G. Gray.....	1	74
Amos Wilmot.....	1	75
Samuel H. Taylor.....	1	5
James Myer.....	1	43
Reuben B. Heacock.....	1	72
Ezra Thurber.....	1	73
Joel M. Smith.....	1	214
Philip B. Holmes <i>et al.</i>	1	213
William Brown.....	1	215
Jackson, William Money.....	1	7
Abel Gilbert <i>et al.</i>	1	253
John C. Kunkel, James Collier.....	1	71
S. S. Marshall, George Phelps.....	1	16
Aaron Haight Palmer.....	1	17
Jane J. Wingerd.....	1	18
Miles Divine.....	1	19
Abigail Nason, heirs of.....	1	20
Larnett Hall.....	1	45
John M. Grant, administrators of.....	1	46
Samuel Newall, administrators of.....	1	79
James Maccaboy.....	1	234
Maynard, Douglas Ottinger.....	1	196
George P. Stiles.....	1	197
Yorktown, New York, Presbyterian Church of.....	1	127
J. H. Waggaman.....	1	69
Captain Daniel Harbaugh.....	1	70
Miles Judson.....	1	2
Ann L. Rogers.....	1	44

	Vol.	No.
Claims, Committee of—		
Maynard, Eli Hart.....	1	67
Eli Hart.....	1	68
Miles Taylor, Ann Van Camp <i>et al</i>	1	212
Moore, William Hazzard Wigg.....	1	6
George W. Flood.....	1	4
Captain J. B. Montgomery.....	1	3
Ira Carpenter.....	1	47
Joseph H. James.....	1	48
A. C. Davenport.....	1	128
George J. Knight, minority report.....	1	142
Robert Harrison <i>et al</i>	1	216
Clackson, Anslem.....	1	30
Clawson, Revolutionary Claims—		
Eliza N. Evans, heir of Anthony Walton White.....	1	248
Lieutenant Francis Martin, heirs of.....	1	249
Francis Chaudonet, legal representatives of.....	1	250
Clay, Foreign Affairs—		
A. Dudley Mann.....	1	254
Coan, J. C.....	1	195
Coal, Samuel A.....	1	159
Cobb, James D.....	1	204
Colfax, Indian Affairs—		
Anson Dart.....	1	52
Israel Johnson.....	1	133
Collier, James.....	1	71
Colt, Samuel.....	1	194
Commerce, Committee on—		
Landy, merchants and ship owners of Philadelphia.....	1	80
Ellihu B. Washburne, vessels propelled by steam, security on board of.....	1	141
Consular and diplomatic appropriations.....	1	185
Cooper, Gilbert, <i>et al</i>	1	121
Cook, James P.....	1	81
Cook, Lyman N.....	1	27
Cox, Revolutionary Claims—		
Nancy D. Holkar.....	1	9
Mary Ett Van Buskirk.....	1	10
Crapin, Samuel, <i>et al</i>	1	40
Crosby, Andrew D., surety of.....	1	2
Crompton, William, conservator of.....	1	206
Cullom, William, Clerk House of Representatives, official conduct and accounts of.....	3	188
Cummins, Benjamin.....	1	32
Cunningham, John.....	1	116
Cunningham, Lieutenant Robert.....	1	225
Curtis, Military Affairs—		
Ohio volunteers.....	1	149
Constance Bateman.....	1	217
John C. McFerren.....	1	220
D.		
Daily, William.....	1	102
Dart, Anson.....	1	52
Dawes, Revolutionary Claims—		
Lott Hall, heirs of.....	1	85
Davis, John G., Claims—		
Timothy Moors.....	1	8
Davis, Timothy, of Massachusetts, Naval Affairs—		
Charles W. Babbitt.....	1	94
John Buxton <i>et al</i>	1	95
Joseph H. Causten, legal representative of.....	1	163
Ann Scott, widow of William B. Scott.....	1	164
Beneficiaries of naval asylums.....	1	177
avis, Daniel.....	1	86

	Vol.	No.
Davis, Joseph	1	200
Davenport, A. C.	1	128
Davidson, Claims—		
Samuel Perry	1	77
Captain J. H. Estes	1	126
George J. Knight	1	142
Moses Meeker	1	235
De Groot, William H.	1	182
De Kraft, J. C. P.	1	157
Delaney, Emma	1	65
Denny, James	1	104
Denton, Elizabeth N., <i>et al.</i>	1	108
Desks and seats of members	1	178
Devine, Miles	1	19
District of Columbia, Committee on—		
William H. De Groot	1	182
New jail in Washington county	1	211
Donnelson, John, <i>et al.</i> , representatives of	1	83

E.

Edie, Patents—		
Frederick E. Sickles	1	191
J. V. A. Wemple, <i>et al.</i>	1	192
Benjamin H. Benton	1	193
Samuel Colt	1	194
Elliott, Samuel B.	1	158
Elections, Committee of—		
Nebraska contested election	1	156
Emmons, Phineas and others, heirs of Uri Emmons	1	66
English, Post Offices and Post Roads—		
Proposed abolishment of Post Office Department	1	135
Mount Vernon Association for franking privilege	1	136
Epping, J. P. M.	1	167
Estes, Captain J. H.	1	126
Evans, Eliza M., heir of Anthony Walton White	1	248

F.

Faulkner, Military Affairs—		
Armory, Shelby county, Alabama	1	152
Military Academy at the Hermitage	1	153
Military posts from Missouri to New Mexico	1	154
Volunteers in New Mexico	1	155
Fenton, Private Land Claims—		
Daniel Davis	1	86
Dexter Barnes	1	140
Captain Robert Orr, heirs of	1	238
Ferry, J. C.	1	129
Fessenden, Edson, conservator of William Crompton	1	206
Files, Joseph, <i>et al.</i>	1	121
Fisher, Eliza G.	1	25
Fish, Joshua	1	91
Fleming, William, <i>et al.</i>	1	95
Florence, Invalid Pensions—		
Henry F. Bowers	2	34
John O. Leary	1	35
Gregory Patti	1	36
Mary J. Maddox	1	37
Sarah Hildreth	1	118
William McKenzie	1	119
Hester S. Barton	1	180
Rachel McMillen	1	181

	Vol.	No.
Florence, Naval Affairs—		
Assistant engineers in the navy.....	1	176
Flood, George W.....	1	4
Floyd, James.....	1	224
Foreign Affairs, Committee on—		
Boyce, G. S. Murad.....	1	168
Branch, Thomas W. Ward.....	1	100
Spain, unadjusted differences, majority report.....	1	134
Clay, A. Dudley Mann.....	1	254
Hopkins, H. T. A. Rainals.....	1	166
J. P. M. Epping.....	1	167
Ritchie, Jonas P. Levy.....	1	98
Sophie A. Irwin.....	1	99
Spain, unadjusted differences, minority report.....	1	134
Fremont, S. L.....	1	14

G.

Gaddes, Alexander.....	1	230
Gallaher, James A.....	1	124
Gant, William, <i>et al</i>	1	105
Gerrish, William, <i>et al</i>	1	253
Gilbert, Abel, <i>et al</i>	1	253
Gilliss, Lieutenant James M.....	1	165
Gilman, Private Land Claims, Philadelphia and New Orleans, confirmation of title to De Bastrop lands, minority report.....	1	243
Goodwin, Claims—		
Samuel H. Taylor.....	1	5
James Myer.....	1	43
Reuben B. Heacock.....	1	72
Ezra Thurber.....	1	73
Lucy G. Gray.....	1	74
Amos Wilmot.....	1	75
D. H. Johnson.....	1	76
Philip B. Holmes <i>et al</i>	1	213
Joel M. Smith.....	1	214
William Brown.....	1	215
Grant, John M., administrators of.....	1	46
Gray, Lucy G.....	1	74
Greenwood, Indian Affairs—		
Joseph Davis.....	1	200
Theophile Bruquier.....	1	11
Gregory, Lucy, and N. Carver, administrators of John M. Grant.....	1	46
Grow, Territories, Oregon, minority report of.....	1	123
Grooms, Moses.....	1	120
Grumph, Charles, <i>et al</i>	1	108

H.

Hall, Garnett.....	1	45
Hall, Scott, heirs of.....	1	85
Hanson, Michael.....	1	29
Hanna, Andrew, <i>et al</i>	1	84
Harrison, Robert, <i>et al</i>	1	216
Hart, Eli.....	1	67
Hart, Eli.....	1	68
Harbaugh, Captain Daniel.....	1	70
Hawks, Micajah.....	1	227
Hawkins, Naval Affairs—		
Sarah Brashear.....	1	161
Susan C. Rhea, widow of J. B. Gardiner.....	1	162
Heacock, Reuben B.....	1	72
Heard, Stephen, <i>et al.</i> , representatives of.....	1	83

	Vov.	No.
Hickman, Revolutionary Pensions—		
Francis Jacobs, widow of	1	62
John Stroop, widow of	1	63
Hill, Public Lands—		
Charles E. Roberts	1	232
Cape Girardeau and Springfield Railroad Company	1	233
Hildreth, Sarah	1	118
Holker, Nancy D.	1	9
Holland, John	1	96
Holmes, Philip B., <i>et al.</i>	1	213
Hopkins, Foreign Affairs—		
H. T. A. Rainals	1	166
J. P. M. Epping	1	167
Houser, John	1	226
Hughes, Territories, roads and bridges in Minnesota	1	183
Hubbert, James, <i>et al.</i>	1	84
Hunter, Major John F.	1	228

I.

Indian Affairs, Committee on—		
Bryan, Indian depredations in Texas	1	255
Colfax, Anson Dart	1	52
Israel Johnson	1	133
Greenwood, Theophile Bruquier	1	11
Joseph Davis	1	200
Leiter, Almond W. Babbitt, administrator of	1	131
John Johnson	1	132
Richard Chenery	1	150
William W. Bent	1	151
Indian appropriation bill	1	174
Invalid Pensions, Committee on—		
Anderson, Sarah Blackwell	1	28
Michael Hanson	1	29
Anslem Clackson	1	30
William T. Broaddus	1	31
Benjamin Cummins	1	32
William Youngs	1	33
Moses Grooms	1	120
Joseph Files <i>et al.</i>	1	121
Case, Albro Tripp	1	38
Jacob Sailor	1	39
William Kingsbury <i>et al.</i>	1	40
Jacobina Keefhaber	1	41
Ebenezer Ricker	1	42
James Lacy	1	222
Adelaide Adams, widow of Commander George Adams	1	223
James Floyd	1	224
Lieutenant Robert Cunningham	1	225
John Houser	1	226
Micajah Hawks	1	227
Sutton M. Young	1	229
Major John F. Hunter	1	228
Alexander Gaddes	1	230
William Brown	1	231
Chaffee, Michael Lantier	1	107
James Monroe <i>et al.</i>	1	108
William Lutz	1	109
Lawrence Maloney	1	110
Elbert Mullinax	1	111
Catharine Kincade	1	112
Jesse Kinney, heir of	1	113
Alexander Vauter <i>et al.</i>	1	114

	Vol.	No.
Invalid Pensions, Committee on—		
Chaffee, Simon Smith	1	115
John Cunningham	1	116
Ezekiel Jones	1	117
Florence, Henry F. Bowers	1	34
John O. Leary	1	35
Gregory Patti	1	36
Mary J. Maddox	1	37
Sarah Hildreth	1	118
Hester S. Barton	1	180
Rachael McMillan	1	181
William McKenzie	1	119
Jewett, Joseph McReynolds	1	21
Andulotea Pier	1	22
Nathaniel Wilbourn	1	23
Benjamin Almy	1	24
Eliza G. Fisher	1	25
Lyman N. Cook	1	27
Mary Ann Albred	1	101
William Daily	1	102
Eli A. McFadden	1	103
James Denny	1	104
John Camp <i>et al</i>	1	105
Benjamin Allen	1	106
Palmer, James Mounts	1	205
Anna L. Moor	1	244
Asa Wells	1	245
Samuel Ward	1	246
Andrew Templeton	1	217
Robbins, James Van Pelt	1	221
Irwin, Sophie A	1	99

J.

Jacob, Francis, widow of	1	62
Jackson, Claims—		
William Money	1	7
Abel Gilbert, <i>et al</i>	1	253
Jackson, Revolutionary Claims, Dr. George Yates, heirs of	1	210
James, Joseph H	1	48
Jewett, Invalid Pensions—		
Joseph McReynolds	1	21
Andulotia Pier	1	22
Nathaniel Wilbourn	1	23
Benjamin Almy	1	24
Eliza G. Fisher	1	25
Robert Wickham	1	26
Lyman N. Cook	1	27
Mary Ann Albred	1	101
William Daily	1	102
Eli A. McFadden	1	103
James Denny	1	104
John Camp <i>et al</i>	1	105
Benjamin Allen	1	106
Johnson, D. H	1	76
Johnson, John	1	132
Johnson, Israel	1	133
Jones, Ezekiel	1	117
Judson, Miles, surety of Andrew D. Crosby	1	2
Judiciary, Committee on the—		
Billinghurst, Carmick and Ramsey	1	199
H. F. Clark, W. C. Reddall	1	49
Joseph Nourse, legal representatives of	1	50

K.

	Vol.	No.
Keefhaber, Jacobina	1	41
Kennedy, Joseph C. G.	1	78
Kentucky and Tennessee, levee on Mississippi	1	179
Kingsbury, William, <i>et al.</i>	1	40
Kincade, Catharine	1	112
Kinney, Jesse, heir of	1	113
Knight, George J., majority report	1	142
minority report	1	142
Kunkel, John C., Claims, James Collier	1	71

L.

Lacy, James	1	222
Lantier, Michael	1	107
Land entries, Louisiana	1	51
Land holders, Virginia military district, Ohio	1	82
Landy, Commerce, merchants and ship owners, Philadelphia	1	80
Laurent, Benjamin and Thomas	1	54
Legislative, executive, and judicial appropriations	1	187
Leidy, Revolutionary Pensions—		
Nancy Weeks	1	169
Elnathan Sears, heirs of	1	170
Samuel Winn, son of Richard Winn	1	171
Leiter, Indian Affairs—		
Almon W. Babbitt, administrator of	1	131
John Johnson	1	132
Richard Chenery	1	150
William W. Bent	1	151
Levy, Jonas P.	1	98
Livingston, Henry, Brockholst, children of	1	237
Lovejoy, Revolutionary Claims, John Moshier, legal representatives of	1	209

M.

McFadden, Eli A.	1	103
McFerran, John C.	1	220
McKenzie, William	1	119
McMillen, Rachael	1	181
McReynolds, Joseph	1	21
McRae, Military Affairs, Massachusetts claim	1	144
Maccaboy, James	1	234
Maddox, Mary J.	1	37
Maloney, Lawrence	1	110
Mann, Dudley A.	1	254
Marshall, Humphrey, Select—		
American artists	1	198
Daniel Wright	1	202
Charles H. Wilgus	1	203
Martin, Lieutenant Francis, heirs of	1	249
Martin, Julius		58
Marshall, S. S., Claims—		
George Phelps	1	16
Aaron Haight Palmer	1	17
Jane J. Wingerd	1	18
Abigail Nason, heirs of	1	20
Larnett Hall	1	45
John M. Grant, administrators of	1	46
Samuel Newall, administrator of	1	79
James Maccaboy	1	234
Massachusetts, claim of	1	144
Maynard, Select, William Cullom, Clerk House of Representatives	3	188

	Vol.	No.
Maynard, Claims—		
Miles Judson, surety of A. D. Crosby	1	2
Ann L. Rogers	1	44
Eli Hart	1	67
Eli Hart	1	68
Captain Daniel Harbaugh	1	70
Yorktown, New York, Presbyterian Church	1	127
Douglass Ottinger	1	196
George P. Stiles	1	197
Meeker, Moses	1	235
Merchants and ship owners, Philadelphia	1	80
Methodist Episcopal Church, Missionary Society of	1	145
Military Affairs, Committee on—		
Bonham, Frederick Stephens	1	87
J. W. Brown	1	88
José Maria Valdez	1	89
Martin S. Burke <i>et al</i>	1	218
David G. Burnet	1	219
Texas volunteers	1	143
Buffinton, Dr. John Work	1	12
Alden and Williams	1	13
Julius Martin	1	58
Anne E. Bronaugh	1	59
Antoine Robidoux	1	60
James Vaughn	1	90
Rice M. Brown	1	147
Orrin H. Rice	1	148
Curtis, Ohio volunteers	1	149
Constance Bateman	1	217
John C. McFerran	1	220
Faulkner, Armory, Shelby county, Alabama	1	152
Military academy at Hermitage	1	153
Military posts from Missouri to New Mexico	1	154
Volunteers in New Mexico	1	155
Marshall, H., Daniel Wright	1	202
Charles H. Wilgus	1	203
Pendleton, S. L. Fremont	1	14
James D. Cobb	1	204
John Shaw	1	15
Missionary Society of Methodist Episcopal Church	1	145
Savage, John Patterson	1	146
Stanton, Fortress Monroe	1	92
Seneca G. Simmons	1	201
Charles Stillman and brother	1	57
Joshua Fish	1	91
Robert Sandford, administrator of	1	53
Benjamin and Thomas Laurent	1	54
Charles Stillman	1	55
Daniel Waldo & Co.	1	56
McRae, Massachusetts claim	1	144
Miles, select, desks and seats of members	1	178
Military posts from Missouri to New Mexico	1	154
Military academy at Hermitage	1	153
Minnesota, roads and bridges in	1	183
Montgomery, Captain J. B.	1	3
Money, William	1	7
Monroe, Fortress	1	92
Monroe, James, <i>et al</i>	1	108
Moore, Claims—		
Captain J. B. Montgomery	1	3
George W. Flood	1	4
William Hazzard Wigg	1	6
Ira Carpenter	1	47
Joseph H. James	1	48
A. C. Davenport	1	128

	Vol.	No.
Moore—Claims		
George J. Knight, minority report.....	1	142
Robert Harrison <i>et al</i>	1	216
Moors, Timothy, heirs of.....	1	8
Moor, Anna L.....	1	244
Morgan, District of Columbia, new jail in Washington county.....	1	211
Morse, Freeman H., Naval Affairs—		
John Holland.....	1	96
Dr. A. N. Bell.....	1	97
Moshier, John, legal representatives of.....	1	209
Mounts, James.....	1	205
Mount Vernon Association, franking privilege to.....	1	136
Mullinax, Elbert.....	1	111
Murad, G. S.....	1	168
Myerle, David.....	1	125
Myer, James.....	1	43

N.

Nason, Abigail, heirs of.....	1	20
Naval asylums, beneficiaries of.....	1	177
Naval contracts and expenditures.....	2	184
Naval Affairs, Committee on—		
Bocock, Lieutenant James M. Gillis.....	1	165
T. Davis, of Mass., Charles W. Babbitt.....	1	94
John Buxton <i>et al</i>	1	95
Beneficiaries of naval asylums.....	1	177
Joseph H. Causten, legal representative of.....	1	163
Ann Scott, widow of William B. Scott.....	1	164
Florence, assistant engineers in the navy.....	1	176
Hawkins, Sarah Brashear.....	1	161
Susan C. Rhea, widow of Dr. J. B. Gardner.....	1	162
F. H. Morse, John Holland.....	1	96
Dr. A. N. Bell.....	1	97
John Sherman, John Allen.....	1	61
Officers and seamen in search of Dr. Kane.....	1	93
Winslow, Samuel B. Elliott.....	1	158
Samuel A. Coale.....	1	159
Samuel C. Reid.....	1	160
J. C. P. DeKraft.....	1	157
Navy, assistant engineers in.....	1	176
Neal, John, deceased.....	1	64
Nebraska contested election.....	1	156
New Orleans and Philadelphia DeBastrop claim, minority report.....	1	243
Newell, Samuel, administrator of.....	1	79
Nichols, Select, charges against a member of Committee of Accounts.....	1	186
Nourse, Joseph, legal representatives of.....	1	50

O.

Ocean mail steam service between United States and Great Britain.....	1	137
Officers and seamen in search of Dr. Kane.....	1	93
Ohio volunteers.....	1	149
O'Leary, John.....	1	35
Olmstead, Moses, <i>et al</i>	1	40
Ottinger, Douglass.....	1	196
Orr, Robert, heirs of.....	1	238
Oregon, Territory of, majority report.....	1	123
minority report.....	1	123

P.

Palmer, Aaron Haight.....	1	17
Palmer, Invalid Pensions—		
James Mounts.....	1	205

	Vol.	No.
Palmer, Invalid Pensions—		
Anna L. Moor.....	1	244
Asa Wells.....	1	245
Samuel Ward.....	1	246
Andrew Templeton.....	1	247
Parsons, Sparhawk, <i>et al</i>	1	95
Parker, Revolutionary Pensions—		
John Neil, deceased.....	1	64
Emma Delaney.....	1	65
Robert Purchase.....	1	172
Patterson, John.....	1	146
Patti, Gregory.....	1	36
Patents, Committee on—		
Brayton, Phineas Emmons.....	1	66
John Tatham <i>et al</i>	1	190
Edie, Frederick E. Sickles.....	1	191
J. V. A. Wemple <i>et al</i>	1	192
Benjamin H. Benton.....	1	193
Samuel Colt.....	1	194
Reilly, Edson Fessenden, conservator of William Crompton.....	1	206
James Sanford.....	1	207
Peay & Ayliffe.....	1	251
Pedrick, William, <i>et al</i>	1	213
Pension appropriation bill.....	1	175
Pendleton, Military Affairs—		
S. L. Fremont.....	1	14
John Shaw.....	1	15
Methodist Episcopal Church, Missionary Society of.....	1	145
James D. Cobb.....	1	204
Perry, Samuel.....	1	77
Perrigo, Mary, <i>et al</i>	1	108
Phelps, George.....	1	16
Phelps, John S., Ways and Means—		
Indian appropriation bill.....	1	174
Pension appropriation bill.....	1	175
Consular and diplomatic appropriations.....	1	185
Legislative, executive, and judicial appropriations.....	1	187
Philadelphia and New Orleans De Bastrop claim.....	1	243
Phillips, Ways and Means—		
James P. Cook.....	1	81
Pier, Andulotia.....	1	22
Porche, Alexis, legal representatives of.....	1	239
Post Office and Post Roads—		
English, abolishment of Post Office Department.....	1	135
Mount Vernon Association, for franking privilege.....	1	136
Scott, James A. Gallaher.....	1	124
J. C. Ferry.....	1	129
Wood, ocean mail service between United States and Great Britain ..	1	137
J. C. Coan.....	1	195
Mississippi and Missouri Railroad Company.....	1	208
Peay & Ayliffe.....	1	251
New Albany and Salem Railroad Company.....	1	252
Post Office Department, proposed abolishment of.....	1	135
Potter, Revolutionary Pensions—		
George Swilling, children of widow of.....	1	173
Private Land Claims—		
Fenton, Daniel Davis.....	1	86
Dexter Barnes.....	1	140
Captain Robert Orr, heirs of.....	1	238
Gilman, Philadelphia and New Orleans, majority report.....	1	243
Sandidge, land entries in Louisiana.....	1	51
Alexis Porche, legal representative of.....	1	239
Pierre Cazlard.....	1	240
Charles Triche <i>et al</i>	1	241
Elias and Abijah Russ.....	1	242

	Vol.	No.
Private Land Claims—		
Sandidge, Philadelphia and New Orleans, minority report.....	1	243
Private land claims in Missouri.....	1	130
Public Printing, accounts of the late Superintendent of.....	3	189
Public Lands, Committee on—		
J. G. Davis, Timothy Moors.....	1	8
Hill, Charles E. Roberts.....	1	232
Cape Girardeau and Springfield Railroad Company.....	1	233
Ruffin, land holders in Virginia, military district in Ohio.....	1	82
John Donnelson <i>et al.</i> , representatives of.....	1	83
James Hubbert <i>et al.</i>	1	84
Registers and receivers of land offices.....	1	122
Purchase, Robert.....	1	172

R.

Railroad Company, New Albany and Salem.....	1	252
Railroad Company, Mississippi and Missouri.....	1	208
Railroad Company, Cape Girardeau and Springfield.....	1	233
Rainals, H. T. A.....	1	166
Reddall, W. C.....	1	49
Registers and receivers of land offices.....	1	122
Reilly's patents—		
Edson Fessenden, conservator of Wm. Crompton.....	1	206
James Sanford.....	1	207
Reid, Samuel C.....	1	160
Revolutionary Claims, Committee on—		
Clawson, Eliza M. Evans, heir of Anthony Walton White.....	1	248
Lieutenant Francis Martin, heirs of.....	1	249
Francis Chaudonet, legal representatives of.....	1	250
Cox, Nancy D. Holker.....	1	9
Mary Ett Van Buskirk.....	1	10
Dawes, Lott Hall, heirs of.....	1	85
Jackson, Dr. George Yates, heirs of.....	1	210
Lovejoy, John Moshier, legal representatives of.....	1	209
George Taylor, Henry Brockholst Livingston, children of.....	1	237
Vance, Catharine Ansart, heirs of.....	1	138
Daniel Bedinger, administrator of.....	1	139
Revolutionary Pensions, Committee on—		
Hickman, Francis Jacobs, widow of.....	1	62
John Stroop, widow of.....	1	63
Leidy, Nancy Weeks.....	1	169
Elnathan Sears, heirs of.....	1	170
Samuel Winn, son of Richard Winn.....	1	171
Parker, John Neal, deceased.....	1	64
Robert Purchase.....	1	172
Emma Delaney.....	1	65
Potter, George Swillings, children of widow of.....	1	173
Rhea, Susan C., widow of Dr. J. B. Gardner.....	1	162
Ricker, Ebenezer.....	1	42
Rice, Orrin H.....	1	148
Ritchie, Foreign Affairs—		
Jonas P. Levy.....	1	98
Sophie A. Irwin.....	1	99
Unadjusted difficulties with Spain, minority report.....	1	134
Robidoux, Antoine.....	1	60
Robbins, Invalid Pensions, James Van Pelt.....	1	221
Roberts, Charles E.....	1	232
Rodrigues, Edward, <i>et al.</i>	1	241
Rogers, Ann L.....	1	44
Ruffin, Public Lands, Committee on—		
Land holders in Virginia, military district, Ohio.....	1	82
John Donnelson <i>et al.</i> , representatives of.....	1	83
Registers and receivers of land offices.....	1	122

	Vol.	No.
Ruffin, Public Lands, Committee on—		
Rules of the House, amendments to	1	1
Russ, Elias and Abijah	1	242
S.		
Sailor, Jacob	1	39
Sanford, James	1	207
Sanford, Robert, administrator of	1	53
Sandidge, Private Land Claims—		
Land entries in Louisiana	1	51
Alexis Porche, legal representatives of	1	239
Pierre Cazlard	1	240
Charles Triche <i>et al.</i>	1	241
Elias and Abijah Russ	1	242
Philadelphia and New Orleans, minority report	1	243
Savage, Military Affairs, John Patterson	1	146
Scott, Post Office and Post Roads—		
James A. Gallagher	1	124
J. C. Ferry	1	129
Scott, Ann, widow of William B. Scott	1	164
Sears, Elnathan, heirs of	1	170
Select committees—		
Atkins, levee on Mississippi river	1	179
Bocock, naval contracts and expenditures	2	184
Marshall, H., American artists	1	198
Maynard, William Cullom, late Clerk House of Representatives, official conduct of	3	188
Miles, desks and seats of members	1	178
Nichols, charges against a member of Committee on Accounts	1	186
George Taylor, late Superintendent of Public Printing, account of	3	189
Winslow, amendments to rules of the House	1	1
Shaw, John	1	15
Sherman, John, Naval Affairs—		
John Allen	1	61
Officers and seamen in search of Dr. Kane	1	93
Sickels, Frederick E	1	191
Simmons, Seneca G	1	201
Skinner, Jonathan, heirs of	1	236
Smith, Simon	1	115
Smith, Joel M	1	214
Spain, unadjusted differences with, minority report	1	134
majority report	1	134
Stanton, Military Affairs—		
Robert Sanford, administrator of	1	53
Benjamin and Thomas Laurent	1	54
Charles Stillman	1	55
Daniel Waldo & Co.	1	56
Charles Stillman & Brother	1	57
Joshua Fish	1	91
Fortress Monroe	1	92
Seneca G. Simmons	1	201
Stephens, Frederick	1	87
Stiles, George P	1	197
Stillman, Charles	1	55
Stillman, Charles, & Brother	1	57
Stouffer, Samuel, <i>et al.</i>	1	108
Stroop, John, widow of	1	63
Sutz, William	1	109
Swilling, George, children of widow of	1	173
T.		
Tatham, John, <i>et al.</i>	1	190
Taylor, Samuel H	1	5
Taylor, George, select, late Superintendent of Public Printing, account of	3	189

INDEX.

XVII

	Vol.	No.
Taylor, Miles, Claims, Aaron Van Camp <i>et al</i>	1	212
Taylor, George, Revolutionary Claims, Henry Brockholst Livingston, children of	1	237
Templeton, Andrew	1	247
Tennessee and Kentucky levee on Mississippi river	1	179
Territories, Committee on—		
Grow, Oregon, minority report of	1	123
Zollicoffer, Oregon, minority report of	1	123
Hughes, roads and bridges in Minnesota	1	183
Texas, Indian depredations in	1	255
Texas volunteers	1	143
Thurber, Ezra	1	73
Tripp, Albro	1	38
Triche, Charles, <i>et al</i>	1	241

V.

Valdez, José Maria	1	89
Van Buskirk, Maryett	1	10
Van Camp, Aaron, <i>et al</i>	1	212
Vance, Revolutionary Claims—		
Catharine Ansart, heirs of	1	138
Daniel Bedinger, administrator of	1	139
Jonathan Skinner, heirs of	1	236
Van Pelt, James	1	221
Vauter, Alexander, <i>et al</i>	1	114
Vaughn, James	1	90
Vessels propelled by steam, security on board of	1	141
Volunteers, New Mexico	1	155

W.

Waggaman, J. H.	1	69
Waldo, Daniel, & Co.	1	56
Ward, Thomas W.	1	100
Ward, Samuel	1	246
Washburne, Ellihu B., Commerce, better security of life on board vessels propelled by steam	1	141
Ways and Means, Committee on—		
Phillips, James P. Cook	1	81
Phelps, J. S., Indian appropriation bill	1	174
Pension appropriation bill	1	175
Consular and diplomatic appropriations	1	185
Legislative, executive, and judicial appropriations	1	187
Weeks, Nancy	1	169
Wehrheim, Valentine, G., <i>et al</i>	1	40
Wells, Asa	1	245
Wemple, J. V. A., <i>et al</i>	1	192
Westinghouse, George, <i>et al</i>	1	192
White, Anthony Walton, heir of	1	248
Wickham, Robert	1	26
Wigg, William Hazzard	1	6
Wilgus, Charles H.	1	203
Wilbourn, Nathaniel	1	23
Wilmot, Amos	1	75
Winn, Richard, son of	1	171
Winn, Samuel, son of Richard Winn	1	171
Winslow, select, amendments to rules of the House	1	1
Winder, Captain Charles, S. <i>et al</i>	1	218
Winslow, Naval Affairs—		
J. C. P. De Kraft	1	157
Samuel B. Elliott	1	158
Samuel A. Coale	1	159
Samuel C. Reid	1	160

	Vol.	No.
Wingerd, Jane J.....	1	18
Wood, Post Office and Post Roads—		
Ocean mail service between United States and Great Britain	1	137
J. C. Coan.....	1	195
Mississippi and Missouri Railroad Company.....	1	208
New Albany and Salem Railroad Company	1	252
Work, Dr. John.....	1	12
Wright, Daniel.....	1	202

Y.

Yates, Dr. George, heirs of.....	1	210
Yorktown, New York, Presbyterian Church of.....	1	127
Youngs, William.....	1	33
Young, Sutton M.....	1	229

Z.

Zollicoffer, Territories, Oregon, minority report of	1	123
--	---	-----

NAVAL CONTRACTS AND EXPENDITURES.

[To accompany Bill H. R. No. 884.]

FEBRUARY 24, 1859.—The further consideration postponed until Monday next, and ordered to be printed.

Mr. BOCOCK, from the Select Committee on Naval Contracts and Expenditures, made the following

REPORT.

The Select Committee on the subject of contracts and expenditures in the Navy Department, ask leave to submit the following report :

The resolution under which your committee was appointed was moved by a member from the State of Ohio, (Mr. Sherman,) and unanimously adopted by the House of Representatives, on the 18th of January last, and, together with the preamble, is as follows :

“Whereas D. B. Allen, a citizen of the State of New York, specifically charges that certain officers in the Navy Department, in awarding contracts for the construction of vessels of war of the United States, have been guilty of partiality, and of violation of law and their public duty : and whereas grave charges have been made that money appropriated for navy yards and for the repair of vessels of the United States has been expended for partisan purposes, and not for the purposes prescribed by law : Therefore,

“*Resolved*, That a committee of five members be appointed to examine, 1. Into the specifications and bids for, and the terms of, the contract for the work and labor done, or materials furnished for the vessels of the United States, constructed, or in the process of construction or repair by the United States, since the 4th day of March, 1857, and the mode and manner of awarding said contracts, and the inducements and recommendations influencing said awards. 2. Into the mode and manner, and the purpose, in which the money appropriated for the navy and dock-yards, and for the repair and increase of vessels, has been expended. That said committee have power to send for persons and papers, and have leave to report by bill or otherwise.”

It will be seen that one definite subject of inquiry was presented to the committee, viz : the specifications, bids, and contracts for vessels of the United States, constructed, or in the process of construction or repair, by the United States, since the 4th day of March, 1857 ; the mode and manner of awarding said contracts, and the inducements

and recommendations influencing said awards. The purpose of such inquiry was to ascertain whether "certain officers of the navy had been guilty of partiality and a violation of law and their public duty," as charged against them.

The construction and repair of the vessels themselves, of the navy, since March, 1857, has been done by the government in its own navy yards, and not by contract; with the solitary exception of the Brooklyn, which has been constructed by Jacob A. Westervelt, under a contract with the government made in 1857.

That contract appearing to be entirely fair and nothing to the contrary being alleged, so far as the vessel itself is concerned, on any side, the committee directed its attention particularly to the contracts for engines and steam machinery for vessels of the navy, made since the 4th of March, 1857.

The second branch of the resolution instructs the committee to inquire "into the mode and manner and the purpose in and for which the money appropriated for the navy and dock-yards, and for the repair and increase of vessels has been expended."

And the object designated in the preamble is to ascertain whether said money "has been expended for partisan purposes, and not for the purposes prescribed by law."

Inasmuch as this branch of the inquiry embraces in its scope all appropriations for navy yards and for increase and repair of vessels without regard to time, it was clearly impracticable for the committee during the remainder of the session literally to carry it out. It was in effect limited by the committee to such items of appropriation in that connexion as were made the subject of complaint.

Wherever either zeal for the public good, or disappointed self-interest, or party intolerance, or love of fault finding or any other motive indicated that wrong could be found within the scope prescribed for the investigation, to that point the attention of the committee was directed.

The subjects which were particularly investigated under this branch of the resolution, were :

1. The management of the Brooklyn and Philadelphia navy yards.
2. The purchase of anthracite coal for the navy, and,
3. The contracts for live-oak for the navy, made in 1857 and 1858.

The leading facts elicited on all these points so far as they are embraced within the prescribed scope of our inquiry will be briefly stated under the heads respectively to which they belong, and for convenience of arrangement will precede the statement of facts in relation to the contracts for steam machinery.

I. THE BROOKLYN OR NEW YORK NAVY YARD.

The large amount of money annually appropriated for the navy, though that branch of the service continues so limited in extent and power has justly excited interest and inquiry on the part of the people.

The following statement will show the extent of the increase in our expenditures for naval purposes in the last quarter of a century :

	<i>No. of Vessels.</i>	<i>No. of Guns.</i>	<i>Annual Cost.</i>
1834.....	53	1,982	\$3,956,370
1846.....	77	2,345	7,449,703
1858.....	79	2,244	13,262,561

Much of this increase of expenditure springs from the higher price of material, provisions, clothing, &c., now than in 1835 or even in 1846. Much also arises from the substitution of steamers for sail vessels in the navy of the United States.

In Great Britain the cost of the navy in 1853-'54, when its force of men was 39,407, amounted to £6,285,493 sterling; while in 1857-'58, when its force of men was only 39,000, it cost £8,109,168 sterling, under all the exertions that were made after the Russian war to reduce expenditures to the lowest practicable point. This increase of expense is attributed in that country to the substitution of steam for sail vessels.

But while the increase of expenditure in our naval service is thus accounted for in part, it has become a matter of general belief that there is *much* of waste in our navy yards. For the number of vessels annually constructed and repaired in our service our appropriations for yards and docks, and for construction, equipment, and repair, seem to be disproportionately large.

To show how our appropriations for these purposes have increased in the last twelve years, the following statement will suffice:

	1846.	1858.
Yards and docks.....	\$585,549	\$3,157,522
Construction, equipment, and repair.....	1,838,479	3,129,427
Total.....	2,424,028	6,286,949

The investigation made in this case explains some of the causes of waste in the navy yards.

Your committee believe that persons in their dealings with the government generally display more of voracity and less of scrupulous integrity than is usual in transactions with individuals.

Supplies for government, whether obtained by contract or in open market, are made the occasion for fraud; the property of the government is not preserved with due care; its responsible superintendents prove unfaithful, and their subordinates lack the zeal which private interest dictates, and the fidelity which private scrutiny exacts.

These principles, applicable more or less to all departments of government work, are shown by the testimony to be especially applicable to the Brooklyn navy yard.

It is a feature of the times, and to some extent an incident to our system of government, that offices and appointments have come to be employed very generally, and more or less by all parties, as rewards for partisan service. Not only does the dominant party give the high and responsible places of State into the hands of party friends, but the subordinate and merely ministerial places, such as those of clerk, postmaster, mail agent, messenger, doorkeeper, and day laborer, are made to subserve the purposes of party advantage. It is natural and

not improper that those who have themselves obtained office by party favor should prefer to bestow the patronage of that office upon persons who have been their friends and supporters, rather than upon those who opposed them ; and in regard to qualifications, all leading parties have competent men in their ranks.

When the appointing power, in looking around for competent men, is left merely to exercise its natural preference for friends over opponents, all is well. But when party relations and party services are made to constitute a controlling claim upon office, then the strongest partisan has the strongest claim. And as in party times the success of the party often assumes greater importance than good government, so party claims, in bestowing office, come to receive more consideration and influence than character or qualification. Offices, indeed, cease to be viewed practically as positions of trust, created and maintained because their duties are essential to the public good. They come to be regarded as places of emolument whose salaries are essential to party welfare, and to be distributed with that view.

If, as has been said, such is the tendency of the present time and with all parties, no one party is altogether blameable therefor.

Whenever, in a densely settled community, party strength is nearly equally divided and party ascendancy often changes, there, of course, this spirit becomes imbued with a peculiarly mercenary tinge. Want presses, victory leads to place. The emolument being the object which was sought, engrosses attention ; and while officials have but little thought except as to the means of holding their places, so those who want office have no care except to gain it. Thus principle and duty are forgotten in the angry conflict of the ins and outs.

If we have correctly described the tendency of things at the present day, it will not be regarded with surprise that this spirit prevails strongly in the commercial emporium of the nation, and has found its intensest development in the Brooklyn navy yard.

The fact that appointments in the navy yard have for many years past been bestowed upon party grounds is distinctly proven.

The Hon. John Kelly, recently a popular member of the House of Representatives, and now holding an important office in the city of New York, upon examination before the committee made the following statement :

Question. Have you known what has been the management of the yard under all parties ?

Answer. Yes, sir ; when the whigs formerly had the yard they would, of course, turn out the democrats, every man of them ; they would not permit them to work there ; and as soon as the democrats got into power again they would turn out the whigs, and so it has been in all the offices in New York, post office, custom-house, &c., and so it is to-day in the appointment of the police ; the republicans appoint all republicans ; it is very seldom that a democrat can get a place ; if he does it is through some extraordinary influence.

And the Hon. William B. Maclay, at present a member of the House of Representatives, from New York city, a gentleman of the highest integrity, and a politician of experience and influence, has deposed before the Committee to the same effect.

The following extract is taken from his testimony:

Question. How long have you been acquainted with the management of the yard?

Answer. Since 1842.

Question. What change, if any, has taken place in the meantime in the mode of making appointments, &c.?

Answer. I do not think there has been any change.

Question. How long have appointments been made there upon political recommendations?

Answer. I cannot speak of it previous to the date I mentioned; at that time, 1842, or 1843, Mr. Henshaw was Secretary of the Navy, I was representative in Congress; upon one occasion there were a great many applications for the place of masters; the Secretary finally concluded that he would make the appointments upon the recommendation of the then members of Congress from Brooklyn, who were Henry C. Murphy, and myself; he said if we would look carefully over the matter, and write a joint letter making recommendations, he would make the appointments. Mr. Murphy and I, thereupon very carefully selected some ten or twelve masters, who remained in office during the remainder of the administration of Mr. Tyler, and the whole of Mr. Polk's. They were removed after the incoming of the succeeding administration, that of Mr. Fillmore.

Question. Do you know whether appointments were made upon political grounds during the administration of Mr. Fillmore?

Answer. Yes, sir; they were made on that ground.

Where appointments are made upon party grounds it is a necessary consequence, especially at points remote from the appointing power, that the wishes and recommendations of leading politicians should be considered.

Everywhere the recommendations of members of Congress are solicited by those seeking executive appointments. So it has been in the past; so, probably, it will be in the future.

When the present administration came into power, in consequence of the fact that, under the last administration, many of the congressional districts had been represented by political opponents, the patronage in the Brooklyn navy yard had been concentrated mainly in a few districts.

Now, all the districts of the city, and of the country immediately adjacent thereto, were, for the first time in years, under representation friendly to the administration. Each member considered himself entitled to favor, and much of contention arose between themselves, and between them and the officers of the yard.

Under these circumstances it was represented to the Secretary of the Navy that it would be agreeable to them, and would save trouble to him, if he would adopt the principle of an equal partition of the patronage among the districts, as far as practicable. And in order to do this, it was suggested that it would be well, if practicable, to allow a master workman to each district.—(See letter of Hon. H. F. Clark to Secretary Toucey, dated April, 1857.)—To this arrangement the Secretary assented. It does not appear that an exactly equal partition was ever attained or attempted. The master painter only came

from Mr. Searing's district, and, for a long time, the master caulker alone from Mr. Cochrane's, while some of the other districts had three.

And, in regard to the employés under the masters, the distribution has remained until this day very unequal. It is stated in the testimony that the number from the district in which the yard is located, now represented by the Hon. George Taylor, has remained about twice as large as from other districts.

The arrangement appears to have contemplated such an approach to equalization as might conveniently be made in regulating the dismissals and the new appointments.

If appointments in the yard are to be made on political grounds, it would be difficult to resist the conclusion that the districts are all entitled to a fair share of the patronage.

The evils and abuses in the yard appeared however to grow greater. How far this has grown out of this principle of partition, and how far out of other causes, it might be difficult to determine. It should be borne in mind that during the year 1857, a crisis of commercial and pecuniary distress fell upon the country, which, in the city of New York, threw a great many persons out of employment, and thus increased the clamor for government work. It is also true that in 1857 and 1858, the government had need of a larger number of men in the navy yards than perhaps ever before, and of a larger number of master workmen also.

From whatever causes it has sprung your committee are satisfied from the testimony that great abuses have been, and are, practiced in the yard.

Where so many men are gathered together in government employ, abuses are to some extent unavoidable. But the system of appointing and retaining men in the yard upon political influence works great evil.

Men have been appointed without due regard to their qualifications and retained sometimes after they had shown themselves unworthy. They learned to rely in part upon a strong friend to retain them, instead of striving to entrench themselves behind meritorious services. This state of things has shown its natural results in producing insubordination, idleness, and a disregard of obligation and duty in general.

The testimony upon which your committee have come to this conclusion, is mainly the testimony of Captain Rootes, who was for months the executive officer, and frequently during that time the acting commandant in the yard; the confessions of the master workmen themselves, and the letters and testimony of the members of Congress. The complaints of displaced and disappointed men who discredit themselves by saying that they knew of these abuses while employed in the yard, but never gave information about them till they were dismissed, should, we think, be received with allowance. Wherever their stories have been thoroughly investigated they have generally been shown to be either wholly or in great part untrue.

A man named Berry, who was displaced from the position of master painter, alleges that the Hon. John Kelly became irritated with

him and had him displaced because he would not keep in office men who he informed Mr. Kelly were drunkards and entirely incapable of a proper discharge of duty. Mr. Kelly, on the contrary, denies the statement, alleging that he never asked to have any man retained after being informed of his incompetency; and says, that the cause of difference with Berry, was that the latter used towards him coarse and insulting language. It turns out, however, that Berry was not dismissed till some three months or more after his difference with Mr. Kelly.

Another man tells of a place being bought by one Mr. Teller of the master painter (Turner) with a present of five gallons of whiskey. When examined, Teller and Turner concur in a representation of the matter so utterly unlike that given by the informant as to make it, in all its essentials, an act of slander. Yet another states that he was assessed twenty dollars for political purposes upon his clerkship in the custom-house at New York, and refused to pay it; and when asked, "What was the result?" answers, "I was removed; from what cause I cannot tell." He attempts to convey the impression distinctly that he was removed for this refusal, and upon examination it is found that his assessment certificate is dated 1856, and his removal took place on the 7th of August, 1858.

Such charges are entitled to very little weight.

Commander Rootes says: "There were a large number of men who were very insubordinate." "In my opinion theft was common in the yard." "I think that a short time before I left the New York navy yard, the foreman under Mr. Cohen made a charge against Mr. Cohen and some one else in the yard, that they were in the habit of letting men go out of the yard and still receive their wages. I have no doubt in my own mind that it was done." "A short time before I left the yard the men got to knocking off work twenty or thirty minutes before the bell-ring in the evening," &c.

When asked to what these abuses were owing, Commander Rootes answered: "From the fact that they think members of Congress put them there and can keep them there, in defiance of the officers of the yard."

Lieutenant Barnett says, when asked what abuses passed under his observation in the New York navy yard: "I think there is one that exists in relation to taking in laborers." It should be particularly the province of the officers to select these men. They are, many of them, physically incapable. In one instance, in dismasting the *St. Louis*, I could scarcely get the masts out of her. I could not get the men to work; in fact, they were not strong enough. If they had been sailors I could have done well enough, but these were men who had been, apparently, broken down by whiskey, and besides that they were old—very old—so that they were unable to perform the labor required of them. If I would set them to whitewashing, I had to watch them to see that they did not stop. I reported this thing to Captain Rootes, but he said he had no authority to discharge them and take in better men, although I believe he took it upon himself to do it pretty violently upon one or two occasions, when he got angry and turned them out of the yard by neck and heels."

Merrifield and Turner, who are still master workmen in the yard, and who testify under no bias, state that they often kept incompetent men under them from fear of giving offence to members of Congress; and the letters of these gentlemen published with the evidence will show how fiercely some of them wielded the rod of terror. But it is due to these gentlemen to say, that each of them who was questioned denied that he ever desired the retention of an incompetent man, and all agreed that the duties imposed upon them by the necessity of superintending this division of patronage was very irksome and annoying. They did it because the system imposed it upon them, but would have been glad to be relieved.

They recommended men, from the nature of the case, without knowing much about their qualifications, and when these men were removed they were apt to attribute it to some other cause than incompetency.

It is very probable that the system of appointing men upon the recommendation of members of Congress tends to the retention of too many men in the yard, especially about the period of elections; and this may have been done to some small extent last fall; but the proof is not decisive on that point.

The officers testify that during the last fall there were both at Brooklyn and Philadelphia more men than were absolutely necessary, but they say that those men were usefully employed. Mr. Crabbe, the clerk of the Philadelphia yard, testifies that at that place the number of men was greater after the election than before.

The official statement of the number of men at the different yards does not sustain the allegation that the yards were stuffed with a view to the election. In New York the greatest number of men in the yard coincided with the time of the State and congressional election. In Philadelphia the election occurred during the first half of October, while the greatest number of men were employed there in the latter part of that month. It so happens that the greatest number of men in other yards, viz, in Portsmouth, Boston, Washington, Norfolk, and Pensacola, were employed also in the months of September, October, and November, 1858, about the same time as in New York and Philadelphia. But in none of these States was there any election in the fall of 1858, except perhaps in Florida. It will not be contended that the yards were stuffed in New Hampshire, Massachusetts, and Virginia, to affect the elections in Pennsylvania and New York.

The table to which I have alluded was furnished to the House of Representatives in answer to a call from that body, and is hereto annexed.

It appears from the testimony that there was, at all the eastern yards, in the fall of 1858, an unprecedented amount of work in progress, and that as that was completed, the number of men was diminished.

Commander Rootes speaks of the large number of men necessary for fitting out the Niagara and the Paraguay expedition, and sailing master Brady follows up with this statement:

Question. How does the amount of work going on now compare with the amount that was being done in November last?

Answer. I think we are doing a similar amount of work at the present time, only we are not quite so hurried as we were then. At that time we were hurrying off this Paraguay expedition. As soon as we could possibly dispense with the services of such a large number of laborers without inconvenience to the public service, they were discharged.

Question. When was the first dismissal of the men made?

Answer. I cannot say exactly. I think it was made sometime after I got there; I think about the first of the ensuing month, the first of December, and more dismissed on the 15th of December.

But the testimony of Mr. Lenthall makes a more full and satisfactory explanation in relation to the work:

Question. State what work has been done in your department in the navy yards, according to the present means of stating, during the past year, in the summer and fall more especially?

Answer. At Portsmouth they have been working upon the "Constitution," which required very considerable repairs, and the sloop-of-war Portsmouth, and have been building one of the new sloops. At Boston they have been repairing the sloop-of-war Constellation, the sloop-of-war "Levant," and the brig Dolphin, and building one of the new sloops. At New York they have been fitting out the Sabine, Niagara, the "St. Louis," and the two store ships Supply and Release, building one of the new sloops, and fitting the steamers Atalanta, Westernport, Caledonia, and Memphis. At Philadelphia they have been repairing the frigate "Congress," finishing the sloop Lancaster, building two of the new sloops, fitting out the steamer Chapin for the Paraguay expedition, repairing the merchant vessel Richmond, which had been very seriously injured by being run into by a government vessel. At Norfolk they have been building the sloop-of-war Richmond and one of these small sloops, repairing the "John Adams," and fitting out the steamers Southern Star, the Preble, Fulton, and Water Witch for the Paraguay expedition. At Pensacola they have been building two sloops, one called the Pensacola and one of the new sloops last authorized by Congress. That is all that I remember of the work during the last summer and fall.

Question. How did this amount of work compare with the amount of work at any time before going on in the navy yards?

Answer. I think that it is rather more than we have ever had at any one time before.

Question. What occasioned the necessity of this great amount of work being done last autumn?

Answer. Part of it was due to the fitting out of the Paraguay expedition. Occasionally ships came in wanting more repairs than we could foresee. In repairing a ship we may sometimes find it necessary to rebuild it.

Question. How many new sloops did you have at this time?

Answer. One at each of the yards; at Philadelphia there were two.

Question. How many new vessels have you had in progress during the last year?

Answer. Five authorized by the last Congress, and seven authorized since.

Question. Was there ever a time before when there have been twelve vessels in the course of construction at the navy yards?

Answer. I think not.

Here, then, appears a reason for a larger number of men than usual, during the fall of last year, at all the yards.

If, however, the system did not lead to this result of packing for elections during the last fall, it certainly tends in that direction.

The practice of levying contributions upon the men, and receiving costly presents from them, was amply proven and fully admitted.

It is a practice which your committee cannot too strongly reprobate. The bestowal of a present by a subordinate upon a superintendent is simply the purchase of an indulgence. It must be a man of strong principle who will require full compliance with duty from one whose costly gifts he bears upon his person.

If such practices should be tolerated, employments in the yard will be bought and sold, and the question of a man's retention will be determined, not by his faithfulness in duty, but by his liberality in presents. And, so, the office of master-workman will be a mere brokerage in appointments. The men themselves, having obtained their places by pay, will feel no sense of obligation to discharge their duties properly, and the superintendents being bribed, there will be none to exact fidelity.

If a fair share of the responsibility, whatever it may be, for the policy of equalizing the patronage among the different congressional districts must attach to the present Secretary of the Navy, it will not be denied that he is fairly entitled to credit for the measures of reform adopted during his term and by his direction.

Commander Rootes, whose service there commenced soon after the incoming of the present administration, says: "There were a great many reforms made in the yard while I was there." And one important reform he mentions as made by him, in carrying out the orders of the Bureau of Yards and Docks. Constructor Delano mentions a regulation adopted about a year and a half ago, for the examination of all master-workmen before they can be appointed, thus securing that none but competent men shall hereafter be appointed to these places.

This he thinks will have a decidedly beneficial effect.

It appears also that an order was issued on the 14th of December from the Secretary of the Navy, the purport of which is to give to the commandants of the yards the power to dismiss disorderly and incompetent men. It is as follows:

CIRCULAR.

NAVY DEPARTMENT, *December 14, 1858.*

The commandant of a navy yard, at any time when in his judgment the public interests require it, is authorized to direct the discharge of any of the men employed in the yard under his command.

He will report to the department when the services of any of the master workmen can be advantageously dispensed with; also any just

ground of complaint which may come to his knowledge against any of them.

ISAAC TOUCEY,
Secretary of the Navy.

To the COMMANDANTS of *Navy Yards.*

If it be borne in mind that the evil complained of in these yards is that the master workmen are appointed at the Navy Department, and that they select their own men, so that there is no sufficient power in the hands of the commandant of the yard to enforce discipline and rid the service of idle and worthless employés, the importance of this order will be seen.

Here, then, are several valuable reforms introduced under Governor Toucey into this branch of the service. And as to the abuses which have been mentioned, flagrant as they are, it would be difficult, upon any principle of justice, to hold him particularly responsible, because it does not appear that they were made known to him. The witnesses were questioned closely on this point, and almost unanimously said that no complaints had been lodged before the department at Washington. That the department was always ready to have all necessary investigations made Commodore Roote distinctly proves—

Question. I want to know whether, so far as came within your knowledge, when complaints were made to the department at Washington about misconduct in the yard, was there any remissness in the department in having these things investigated into—these complaints alleged against men or practices in the yard?

Answer. They seemed to be very anxious to have investigations made.

If Governor Toucey be allowed due credit for the many important reforms introduced by him into this branch of the service, and also for his readiness to inquire into all alleged wrongs that might be brought to his knowledge, he is entitled, as your committee think, to a favorable judgment at the hands of his countrymen.

It seems to be conceded, however, that, in order to secure thorough reform in this regard, some act of legislation is necessary. The great object would be to remove the appointment and dismissal of men from the reach of political influence. It is a serious question with your committee whether it is practicable to do so. Can appointments be made at such a location without the intervention of party bias? Its accomplishment, if practicable, is necessary not only for the good of the yard, but for the comfort, convenience, and independence of New York city members of Congress.

The Hon. John Cochrane, the Hon. H. F. Clark, and others have spoken out explicitly on that subject.

In speaking of the management of the Brooklyn navy yard, your committee have thus far passed over the investigations made by them into the manner in which the offices of storekeeper and navy agent at that place have been discharged. These are both important offices and have each been the subject of much unfavorable rumor.

As supplies cannot be purchased exactly when wanted, and as it is

found useful in practice to keep a quantity on hand ready for immediate use, the office of storekeeper is indispensable. It is his duty to preserve them, to keep an account of the quantity received, and the quantity paid out; and thus be able to show at any time the quantity on hand. Whenever a new storekeeper is appointed, it is indispensable that an inventory should be taken, in order to ascertain whether the supplies on hand correspond with the quantity which the books call for; otherwise one man might be made to suffer for the fraud or carelessness of another. Indeed, it appears advisable to your committee that inventories should be required at stated periods, even during the service of the same storekeeper, should that service be long. It does not appear that this regulation has heretofore for years been strictly and thoroughly complied with. The present storekeeper (Mr. Herrick) speaks of another abuse as heretofore existing in his office. It has been the custom of some of his predecessors, he says, when supplies of a permanent character were furnished to out-going ships, to credit them upon the books as paid out; yet if the vessels, upon coming in from their cruise, should return a portion of these supplies, as frequently happens, they have not again been charged against the storekeeper on the books. Thus the storekeeper would have on hand stores for which it would be difficult to fix his responsibility. It is difficult to see how such a case could arise without gross neglect somewhere. The purser or commanding officer of the vessel is, or should be, required to account for all stores, permanent or perishable; and if paid over again to a naval storekeeper the receipt of that officer should be required as a voucher.

This abuse, however, Mr. Herrick states, has been reformed during his service.

The amount of stores which should be on hand in the offices of the different storekeepers on the 1st of July, 1858, according to the records of the department, is \$6,333,664 21.

At New York, alone, the amount on hand at that time should have been \$1,414,152 68, and at some other yards even more. There passes through the hands of the storekeeper at New York, in the course of the year, stores amounting to something like a half million of dollars. The penalty of his official bond, as he states, is \$40,000 only. This appears to your committee to be scarcely adequate.

Though the importance of this office is thus shown, it appears for years past, and under administrations of different parties, to have been regarded as a respectable and comfortable place for some man who wished government aid while he carried on other business. It has often been filled by editors of newspapers. Such was Colonel Fuller, under Mr. Fillmore's or General Taylor's administration; such is Mr. Herrick now. He says in his testimony:

"I am editor of a newspaper. I do not imagine that a storekeeper with a salary of \$1,700 is paid mainly for the manual or mental labor he performs, but for the responsibility he assumes."

When asked whether he devoted as much as one-seventh of his individual time to the duties of his office, he answers: "I do not know that I do; but I do all that is required." Again, he says;

"I think I am as much in the storekeeper's office proper as any

storekeeper I have known ; and I have known several for at least fifteen or twenty years. There was Captain Paul R. George, Colonel Craven, Mr. Pentz, Colonel Fuller, and Colonel Delavan, who all conducted the business just as I do ; at least, I suppose they did. Colonel Fuller told me that he used to go there once or twice a week. It is not necessary to go every day. I consider the storekeeper's place as one of responsibility ; the storekeeper is not expected to do manual labor, or the work of a clerk.

Question. Has not this office been given for many years, under all administrations, to editors of papers, or some political person ?

Answer. All offices that I know of are given to some political person ; they are all politicians, either on one side or the other. Colonel Fuller was editor of the Mirror ; Colonel Delavan was not, I believe, in any business when he was appointed. He was a politician, however."

While Commander Rootes thinks that the force in the storekeeper's office is unnecessarily large, he thinks it too small, and states that his books are now behind on that account.

If the government should approve the policy of paying one man for responsibility, and another for labor, it will find occasion to increase its employes in all branches of its business. This policy your committee are not prepared to recommend.

The office of navy agent is one still more important. He disburses all the money expended at that point, both under the Bureau of Yards and Docks, and under that of Construction, Equipment, and Repairs, amounting in the year to \$3,000,000 and more.

Against this office, for years past, rumor has alleged grave abuses ; and therefore your committee resolved to make an extensive examination into its management.

Many charges more or less grave were made against the present navy agent, Mr. Sanders, by different witnesses in this investigation.

Mr. R. S. Swackhamer, who had been employed as a clerk under Mr. Sanders, and been discharged, stated that his accounts had been falsely made out, so as to show less of money chargeable against him than was correct ; and also that he had in some cases, for a compensation to himself, paid money to some parties before it was payable, withholding it from others to whom it was due. Mr. Swackhamer said :

Answer. The statement made to the Secretary of the Navy during the last months I was there did not represent the finances of the office. There were generally several bills, amounting to several thousand dollars, entered as having been paid the last of one month, when they were really paid early in the following month.

Question. By whom was this done ?

Answer. By the chief clerk generally.

Question. What effect would that have upon the statement of this account ; would it enable Mr. Sanders to draw more money ?

Answer. Yes, sir ; I took that to be the design. It would present an incorrect view of the matter to the Secretary of the Navy. He would not suppose there was so much money in hand as there really was.

Question. How long did you continue with Sanders?

Answer. Until his office was confirmed; a little over a year after his appointment.

Question. What amount of bills were returned as paid which were really unpaid?

Answer. I think about \$20,000 or \$30,000.

Question. What was the aggregate amount?

Answer. It passed on from one month to another, probably increasing. I remember one bill of \$8,000 and odd, which was reported as paid in April, which was not paid until some time in May.

Mr. Swackhamer further said that the accounts of the former navy agent (his brother) had been incorrectly stated also.

Others charged Mr. Sanders with sending his requisitions almost exclusively to Secor & Co., of which house his surety is a member, without making the requisite call upon contractors, and without knowing anything about the price which Secor & Co. would charge, and many witnesses charge him with neglect of duty, &c.

Upon all these points Mr. Sanders was examined at length. He denied the charges made by Mr. Swackhamer, and on that subject submitted the following explanations:

Question. When you send a bill to the department to draw the money on it is this receipt attached to it?

Answer. A blank form of receipt is attached to it; it is not signed, however, until the money is ready to be paid.

Question. You send the bills to the department, they send you the money, you pay the parties, and then they sign the receipts?

Answer. That is so. They sign the receipts when the money is paid to them; and these receipts, thus signed, are my vouchers.

Question. Then the bill when it is first sent on is the same as the one you send on as a voucher, only the receipt is not signed?

Answer. Yes, they send it back to me, and when I get the receipt signed, it goes to the accounting officer of the Treasury as my voucher.

Question. Is a record of these bills kept at the department?

Answer. I presume so, at least; I do not know enough of the way they manage their business, however, to say positively.

Question. Then at the end of the quarter you send to the Treasury Department all your receipts?

Answer. Yes, and they then close up my accounts for the quarter; I have never had a mistake found in my accounts yet; some items may be sent back for explanation, but in every instance it was satisfactorily explained.

In relation to the charge of leaving unpaid accounts which were due Mr. Sanders, stated as follows:

Question. Has it ever been the case that you have used money, which you have received for a particular bill which you have sent to Washington, to pay another bill which you have not sent on to Washington, leaving the other bill unpaid?

Answer. No; I have never let a bill lie over at all, except when I was directed to use this discretion, to work off the treasury paper to the least injury of all parties, giving a part of the cash, which reaches me in advance, to one and a part to another. I have never heard a

word of complaint from a contractor on this ground, and no man who received money through my office ever had cause to complain that I had kept him waiting for his money a minute after he applied for it, if I had received it. Now, to show that if I am deficient in anything it is not in keeping sufficient funds on hand, because it takes a week for me to make a requisition upon Washington and get the money, I will mention an instance. At the time the Niagara was ordered off, the purser of the Niagara received an order from the Secretary of the Navy upon me for \$10,000, and I received a despatch to that effect also. Recent drafts from the Secretary and Fourth Auditor had exhausted all the pay and contingent fund on hand; but I promptly borrowed the money and paid it over to the purser. There has been no instance, after the receipt of funds, in which I have kept creditors waiting for their money from the smallness of the contingent fund. The department has overdrawn on me twice, yet I have always paid. I recollect that there was an article in the Herald, about the time of my confirmation, saying that the Secretary had better examine my accounts; yet on that very day I was \$2,000 in advance of the government, and transmitted a telegraphic despatch to the Secretary of the Navy to that effect.

Question. When did you last settle up your accounts?

Answer. On the 30th of September last.

Question. Did you exhibit your receipts and vouchers at that time?

Answer. Yes; everything.

Question. How did your accounts then stand?

Answer. They were all square.

Commodore Smith, chief of the Bureau of Docks and Yards, says that these things could scarcely be true to any important extent without discovery, and that no complaint even had ever been made to the department on that subject.

Question. Under that system, would it not be practicable to bring into the settlement of a former quarter what had happened during the current quarter, by making a false return?

Answer. I do not see how it could be done, unless he committed a fraud, altering figures and dates.

Question. If that were done would it be likely that complaints would be made?

Answer. The person who is to receive the money upon the bill which has been approved would certainly make a complaint if he did not receive his money, unless he had made a bargain with the navy agent to allow him to retain the money upon paying for the use of it. If he did that the navy agent might charge upon a previous quarter the payment of a bill which he had not paid, excepting by a promise.

Mr. G. A. Blood, who has been chief clerk in the navy agent's office for five years, fully sustains Mr. Sander's denials and confirms his explanations.

In relation to the charge of procuring all his supplies of Secor & Co., allowing them to charge too high a price, Mr. Sanders stated that his purchases in open market from Secor & Co. had been, since the 1st of April last, only about \$13,000.

In relation to his failure to consult contractors, he explained by

referring to the following letter addressed by him to Commodore Smith on that subject:

NAVY AGENT'S OFFICE,
New York, August 17, 1858.

SIR: Your letter of the 14th instant, calling my attention to the circular of the department of December 29, 1855, has been received.

I think it proper at this time to present to the bureau a few obstacles in connexion with this matter, and which if the bureau will remove, I will be very happy to carry out the circular to the letter. So far as it has been in my power I have endeavored to act according to the spirit of the instructions of the department, always keeping in view the fact that the department required nothing but of the very best quality; and it is admitted at the yard that the articles are the very best in market, and give the highest satisfaction; for which a fair market price should be paid, and nothing more; and when I have thought parties wished to charge exorbitantly, I have refused them any of the trade of the office. And in a case recently, where purchases were made on account of Mr. Lesley, contractor, the articles were procured at a much lower rate than the contract, although they were afterwards turned over to the contractor, and the bills made in his name.

Requisitions are often made for so small quantities—for instance, three spools of cotton—and so indefinite, (if for tools, or iron, &c., no size is given,) that no merchant could form an estimate of the price until the parties at the yard are consulted. This occupies time, and two or three applications of this kind, if they should fail to receive an order, the bureau will readily perceive, would not only discourage, but disgust them with the whole working of the department.

It is often the case that articles are not required until the moment they are wanted for use, and then they are either purchased by the yard, or, if time is taken to go through the form of the circular, hundreds of men are kept idle, waiting, and the government really loses more than twice the cost of the article; and this cannot be avoided, if the circular is carried out to the letter. If there is a requisition from the yard of any large amount, it is invariably the case that it is stated on the face of it where it is to be bought. I have too amiably yielded to these suggestions, thereby establishing a bad precedent, as the inspector should not influence the purchase.

I do not understand the circular to give contractors the monopoly of supply. Some of the contractors are evidently of this opinion, and recklessly make bids below the cash value of the best articles of the class, hoping to make up such losses by excessive charges on articles ordered by open purchase. If the inspectors do their duty there will be little profit on the open purchases, even were they all given to a single house, and it is certainly to the interest of the government that the best house in the city should do all the miscellaneous business, as I have shown it is not of sufficient consequence to be much divided.

Very respectfully,

GEO. N. SANDERS,
Navy Agent.

The chief clerk, Mr. Blood, corroborated Mr. Sanders on this point also.

Mr. Sanders distinctly denied having ever received any part of the profits upon articles purchased by him. Having investigated these charges as thoroughly as they could, your committee have no hesitation in saying that, upon the weight of testimony before them, Mr. Sanders has not been convicted of any fraud or malfeasance in office.

The charge that Mr. Sanders is frequently absent from New York, and gives comparatively little personal attention to the duties of his office, appears to have been better sustained. He alleges, however, that when absent from the office he leaves a very competent assistant to discharge his duties for him. It does not appear to your committee that the business of his office has suffered by the absence of Mr. Sanders, nor does it appear that any complaint of personal inattention to duty has ever been made to the department in Washington against him.

It appears to your committee that the duties of navy agent are not defined with sufficient distinctness. The only legal provision on the subject is that which fixes the salary at \$3,000; the rest is left to the regulations of the department.

The contest which appears several times to have arisen between the navy agent and the commandant of the yard in relation to their relative rights and responsibilities in making purchases ought to be settled. The responsibility should be clearly fixed.

The large amount of open purchases, and especially the large amount made without the intervention of the navy agent, has struck your committee with surprise.

Purchases by the master workmen do not seem to be sufficiently guarded against fraud and collusion.

The navy agent purchases upon a requisition drawn by the civil officer of the department that needs the article, which requisition is approved by the commandant and countersigned by the storekeeper. The article when bought is inspected by the inspection officer, and is entered upon the books of the storekeeper. There appears to be every necessary precaution in this case, except as to the question of price. When the master workman purchases, the civil officers above him and the commandant of the yard are required merely to approve the bill. Other safeguards are removed. And yet it appears that more than two-thirds of the articles recently purchased at New York have been purchased in that way.

Amount of open purchases made at the New York station, arranged according to the quarters, from April 1, 1857, to December 31, 1858, inclusive.

Quarter.	Purchases by agent.	Purchases by yard.
Second quarter, ending June 30, 1857 -----	\$32,287 97	\$52,739 56
Third quarter, September 30, 1857 -----	14,832 72	61,028 40
Fourth quarter, December 31, 1857 -----	4,830 30	39,912 24
First quarter, March 31, 1857 -----	5,787 57	57,086 13
Second quarter, June 30, 1858 -----	13,192 88	27,172 12
Third quarter, September 30, 1858 -----	6,425 15	29,860 07
Fourth quarter, December 31, 1858 -----	11,036 23	34,189 80
	88,392 82	312,888 32

The Philadelphia yard was the only other to which the investigation of your committee was seriously invited.

The testimony in relation to that discloses nothing which calls, in the opinion of your committee, for special comment.

The question in relation to the employment of eighty oakum-spinners in the summer of 1858, so far as the government is concerned, appears to have been simply a question whether it was better to have the oakum spun up rapidly by a large number of men, and then dismiss them all, or whether it should have been done by a smaller number in a longer time. The competency of these persons for this work and their faithfulness in labor is proven.

Agency for the purchase of anthracite coal.

Since the substitution of steamers for sail vessels to so great an extent in our navy, fuel has become a very important and costly part of our naval supplies.

For a long time the government was greatly imposed on in making purchases of the article. The circumstances under which the mode of purchasing was changed is thus described by a very intelligent witness, Mr. B. H. Springer, of Philadelphia:

“Answer. So far back as 1845 or 1846, I am not positive which, the coal trade in Philadelphia, seeing the manner in which the government was supplied, felt desirous of introducing a better article, for their own interest of course, as well as for the interest of the government. They urged me to visit Washington and try to get it introduced into the navy. I think this was during Secretary Mason’s first term, under President Polk. I complied with their request, and visited Washington each session without accomplishing anything until the long session—I do not remember which Congress—which terminated in 1850. I was informed by Mr. Graham that if we could succeed in getting the law altered which gave it to the lowest bidder he would appoint an agent. We did succeed, and I was appointed in January, 1851.”

Mr. Springer was a man of intelligence, who had been much em-

ployed in the coal trade, and who understood the business thoroughly. He made, doubtless, a very excellent agent. After him a Mr. Tyson was appointed for four years, and at the expiration of his term the present agent, Dr. Charles B. Hunter, of Reading, Pennsylvania, received the appointment. The last appointment was made in May, 1858, since the coming in of the present administration.

It is very clear from his testimony, as well as from that of other witnesses examined before the committee, that Dr. Hunter has proved himself an utterly worthless agent.

It appears, too, that he has an equal partner in the profits of this agency, a Mr. J. F. Smith, of Philadelphia, who has been very little, if at all, more useful than Dr. Hunter.

Such execution of government trusts your committee cannot too strongly condemn.

The inquiry naturally arises, how far are the authorities at Washington responsible for this worthlessness and incompetency of their agent?

Dr. Hunter is an educated man, of high respectability as a gentleman, a resident in the vicinity of the coal region, and for some time connected with the iron business. It could scarcely be expected that Governor Toucey should make appointments in the different States upon his own personal knowledge; and though the President resided in the same State with Dr. Hunter, yet he had been so much employed in public affairs, and recently so much out of the State and away from the country, that he, too, might well be allowed to rely even for Pennsylvania appointments upon the information and recommendation of friends. Proof has been exhibited before your committee that Dr. Hunter's testimonials and recommendations were of the strongest, most extensive and most influential kind.

The following is a specimen of them:

"The undersigned, members of the senate and house of Berks county, in the State legislature, beg leave to recommend Dr. Charles H. Hunter, of said county, for the agency to supply the government with anthracite coal, now held by Benjamin Tyson.

"Doctor Hunter is a sound, active, and influential democrat, of undoubted integrity, and in every respect fully competent to discharge the duties of the office.

"We earnestly request this appointment as one due to the applicant, and as one which will prove highly gratifying to the democracy of this county.

"JOHN O. EVANS.

"J. LAWRENCE GETZ.

"W. WM. HEINS.

"B. NUNEINACHER.

"MICHAEL HOFFMAN.

"HON. ISAAC TOUCEY,

Secretary of the Navy."

Similar recommendations for Dr. Hunter were signed by Mr. Schwartz, Mr. Heister, and a large number of other gentlemen.

If gentlemen in public position, having the interests of the entire

Union to supervise, with important trusts constantly claiming their attention, and important appointments constantly to dispose of, with numerous applicants crowding upon them night and day, and with their army of backers and friends, literally laying the Executive Mansion and the public departments under seige,—if under such circumstances they may not fall back, and rely safely upon such recommendations as these, what resort will be left to them? They cannot make one appointment in a thousand upon their own knowledge; if, then, they may not rely upon gentlemen of known position and standing to advise them as to suitable persons for public positions, your committee are at a loss to know how such duties are to be performed.

Your committee do not know what testimonials rival applicants may have produced; but unless they were absolutely overwhelming, the question would appear to be, what right had the President and the Secretary of the Navy, as men anxious to do well for the country, to disregard such recommendations in making this appointment?

And after the appointment was made, what was there, as shown by the testimony, to have caused them to remove Dr. Hunter? No complaint was ever made to them up to the time when this investigation began of his inefficiency or inattention to duty. Coal of better quality than that received in former years was being furnished; Lenthall, the chief of the Bureau of Construction, under whose supervision much of it passed, was satisfied; Commodore Smith, the chief of the Bureau of Docks and Yards, who supervised a large proportion of it, was satisfied; this branch of the public business seemed to move forward as smoothly and as successfully as if Dr. Hunter had been all his life a coal-digger, and was devoting himself to his business with an energy and intensity unsurpassed in the history of public officers. What was there, then, to have awakened the attention of men constantly pressed with public engagements, particularly to the coal agency in Pennsylvania?

It is true, there were men all this while apparently lying in wait for their victim, and setting their toils in the dark. There was Niven, himself a disappointed applicant for the coal agency, and who had proposed dishonorable arrangements in order to obtain the place; he was making proposals which he knew could not be fulfilled, and deliberately preparing himself, as it would seem, to be a swift witness in the future.

There, too, was Repplier, displeased because he was no longer allowed to sell his coal to the government at a more extravagant price; there were others envious perhaps of the better fortune of more successful competitors for this desirable trade. But no one of them all gave one word of information to the authorities at Washington in relation to a proceeding which they knew at the time (as they now swear) to be a great fraud upon the government.

In relation to the quality of the coal received during the present agency, Mr. Pierce, naval storekeeper at Boston, says: "It was very good; it is said by engineers to be superior to that received in former years."

Chief Engineer Wood, says: "It was everything, so far as regards

quality and preparation, that could be desired; I never saw superior coal to that furnished."

Scinickson, of Philadelphia, and others, confirm generally this statement.

The importance of procuring the best article of coal for steam purposes, in view of the limited coal room in steam vessels, and to avoid useless freights in supplying foreign stations, will be apparent to all.

What is called the foreign freight is greatly larger than the home price of the coal, and is as much on worthless dust as on the purest ore. The requirement for the best article of coal seems to have been fully met in the recent supplies.

Your committee have said that it was furnished at a price, both relatively and absolutely, lower than for years before. In proof of this they refer to a table of prices of coal purchased in former years, as furnished by Mr. Lenthall in his examination.

Abstract statement showing coal purchased and shipped to foreign stations, semi-annually, from January 1, 1852, to September 30, 1858.

Dates.	No. of tons.	Average cost per ton, including freight.	Total cost.
First half year of 1852	2,240 ⁷ / ₂₀	\$13 04	\$29,233 78
Second half year of 1852	5,916 ¹³ / ₂₀	18 70	110,620 80
First half year of 1853	4,936 ⁴ / ₂₀	16 93	83,548 18
Second half year of 1853	8,279 ¹¹ / ₂₀	19 89	164,745 05
First half year of 1854	12,076 ⁵ / ₂₀	21 05	254,312 15
Second half year of 1854	416	14 73	6,131 15
1855, none.			
1856, none.			
First half year of 1857	2,759 ⁹ / ₂₀	14 22 ³ / ₈	39,249 10
Second half year of 1857	13,676 ⁴ / ₂₀	14 32	195,881 13
First half year of 1858, none.			
Second half year of 1858, to September 30	4,474	12 70	57,834 80

It appears that the agent, some time after his appointment, made an arrangement with the firm of Tyler, Stone & Co., coal dealers of Philadelphia, under which they furnished the greater part of the coal through the year at \$3 85 per ton.

What was a fair price for such coal at that time it is difficult precisely to say. The difficulty in the case grows out of some apparent conflict in the testimony, and also out of the difficulty of fixing a standard by which to determine what is a fair price, and out of the different value of coal of different qualities, and under different preparation.

It is in proof that coal of a similar character to that furnished the government was sold at the same time by other persons, in some instances, at the same rate. Mr. Luther says that he sold it, in one instance, at a price equivalent to \$3 85 in Philadelphia.

As he is intelligent, the following is extracted from his testimony:
Question. What would have been a fair market value during the spring and summer of 1858 for such coal as the government uses, pro-

vided a man had obligated himself to be in readiness to furnish any amount the government might call for upon short notice—any reasonable quantity of coal the government might call for; such quantities as the government did in fact use?

Answer. I would not have undertaken to have supplied it, with such despatch, at less than from \$3 75 to \$3 85 a ton. When I said that a man might have bought it for \$3 40 or \$3 50 a ton, he could not buy the quantities the government orders of one single individual or firm alone. None of them ever have that amount on hand. He might get it, perhaps, by going around to several different houses, taking half a cargo of this one, a cargo of that one, and, perhaps, two cargoes of another. What I mean by a cargo is 200 to 300 tons, which is the usual size of a boat load.

Question. Do dealers in Philadelphia often have a quantity of coal on hand, such as the government would need for its uses?

Answer. No, sir; I have never seen any of them have more than five hundred tons of it on hand at a time in my life; never.

Mr. Scinicksen, another coal dealer, also testifies as follows:

Question. As you saw it delivered, what would have been the fair market price in Philadelphia in the spring, summer, and fall of 1858?

Answer. \$3 75 to \$3 90 would not be anything more than a regular paying business of ten per cent., I should judge; we sold coal at the same time at \$3 85.

Question. To whom?

Answer. To coal dealers in Virginia; we sent a good deal to the south; I do not remember the firms.

Mr. Tyler, of the firm of Tyler, Stone & Co., swears that at \$3 85 per ton the profits of his firm were about ten per cent.

Mr. J. Vaughan Merrick, of the firm of Merrick & Sons, testifies that his firm in Philadelphia actually paid a price at least equivalent to this for all the coal they used.

On the other hand, there is testimony that it could have been sold at a considerably lower price.

G. P. Nevin swears that he proposed to sell it to the agent at \$3 20 per ton.

He was an applicant himself for the coal agency, and before the matter was determined he made a proposition to Mr. Beach, of the firm of Tyler, Stone & Co., which is described by Mr. Beach as follows: "He said he was anxious to get this appointment, and if I would assist him I might dictate my own terms in return."

This incident rests upon the testimony of Mr. Tyler as well as of Mr. Beach.

But if this is insufficient to discredit Mr. Nevin, the whole current of the testimony will show that he could not have sold to the government a good article of coal and well prepared for steam purposes at the price named by him. At that price he must necessarily have lost money, or else have practiced a fraud upon the government.

Then Mr. Repplier testifies that he would have been glad to have sold to the government as good coal as that purchased of Tyler, Stone & Co. at \$3 30. He says, at the same time, however, that he never examined the coal furnished by Tyler, Stone & Co. He may not have

known precisely the quality and condition of their coal. The coal he proposed to furnish at \$3 30 he called by the same name as that furnished by Tyler, Stone & Co., viz: black heath. But Mr. Springer says: "We do not go by names, sir. * * * I have frequently known the names of the best veins applied to very inferior coal."

Your committee are of opinion, from the testimony, that he would not have furnished coal of the vein purchased by Tyler, Stone & Co., dressed as Scimicksen saw them dress it, and placed in the state of preparation described by Pierce, at \$3 30 per ton.

A few facts scattered here and there in the testimony will throw some light on his sincerity in the declaration.

He furnished a good deal of the government coal in 1857. The price he got was \$4 25 per ton. It is proven that in 1858 coal was about thirty cents per ton lower than in 1857, so that the price at which he sold it in the year 1857 is about equivalent to \$3 95 in 1858.

Tyler and Luther both testify that they bought coal of Repplier & Co. in 1858, at the mines, at a price far more than equivalent to \$3 30 in Philadelphia. And Smith, the partner of Dr. Hunter, testifies that some of this very coal for which the government paid \$3 85 was purchased of Repplier & Co. Scimicksen also says that he knew the price of Repplier's coal in 1858, and it was from \$3 75 to \$3 65. Your committee attach little importance to his testimony under such circumstances.

There is a sworn affidavit sent on by sundry firms of Philadelphia coal dealers, saying that they would have furnished coal to the government, suitable for its uses, at \$3 35 per ton. As they were not before the committee, to be questioned about the qualities of the coal to which they refer, their affidavit is not conclusive.

The testimony of Mr. Borda, united with that of Scimicksen, will perhaps afford the surest bases of calculation. Mr. Borda was the manager of Hecksier & Co., of whom Tyler, Stone & Co. bought.

He says he sold to Tyler, Stone & Co., at the mines, at \$1 80, except for six weeks, during which he sold to them at \$1 75. Taking \$1 80 as the basis of calculation, the freight from the mines to Philadelphia is \$1 35. The cost of special preparation, such as they gave, and placing on ship-board, is, according to the testimony of Scimicksen and others, twenty cents. Then add five cents per ton for waste in rehandling. Thus it will be:

Price of coal per ton at mines	\$1 80
Freight to Philadelphia	1 35
Preparation and putting on board vessel	20
	3 35
Loss from rehandling	5
	3 40

That Tyler, Stone & Co. did usually rehandle it, the excellent

condition of their coal when delivered, and the express testimony of Mr. Scinnicksen, will sufficiently prove. Mr. Scimicksen says:

“Question. Did you observe personally that they put extra labor and care upon it in preparing it for government use?”

“Answer. I did with regard to some of it; I did not see it all shipped.

“Question. How often did you observe it?”

“Answer. I saw them load vessels frequently; I could not say how many times. I remarked at the time, to them and to others, that they were taking great pains with the coal, and must get a big price for it.”

If the sum of \$3 40 is a fair price at which to estimate the cost of the coal to Tyler, Stone & Co., then 10 per cent. on that would be 34 cents, making \$3 74. Twelve per cent. would be \$3 80.

But a question of drawbacks is raised here. That matter will be given as stated by the witness, Mr. Borda:

“Question. You say that the freight would be \$1 35; how much of that is allowed as drawback?”

“Answer. If it is to go to New York there is a drawback of 20 cents; but if it is loaded at Philadelphia, to go south or east, there is no drawback.

“Question. What is the five per cent. allowance?”

“Answer. It is the allowance made by the railroad for waste; we include that in the shipping expenses.

“Question. How do you ascertain the weight?”

“Answer. Upon the railroad scale at the mine. We have lateral railroads, and the coal is weighed upon scales at the termination of those lateral roads, where they meet the Reading railroad. That is called the gross weight. Five per cent. being taken off, that leaves the net weight. We get paid only for the net weight.”

How far this statement should modify the above calculation your committee need not stop to inquire.

It must be remembered that in order to supply large calls from the government, sent without notice, it was necessary for Tyler, Stone & Co. to keep a large amount of coal, suitable for government purposes, constantly on hand. On this, of course, they lost interest.

From all that has been said, your committee conclude that \$3 85 for such coal as Tyler, Stone & Co. furnished the government allowed them profits somewhat too large but not very excessive.

A good agent might, with unusual diligence and devotion to the public interest, have to some extent reduced the price. In every other respect Tyler, Stone & Co., who took upon themselves the duties of the agency, acquitted themselves thereof in a manner that left nothing to be desired. Indeed, while your committee will not withhold its censure from negligent and unskilful agents, yet, in view of the great difficulty of obtaining for the government a good article at a fair price, they think that this transaction, in its practical results, is not peculiarly unfavorable.

Certainly nothing appears in the action of the Secretary of the Navy to condemn. Mr. Beach, of the firm of Tyler, Stone & Co., was, it is true, his wife's nephew—a connexion rather too remote to overcome by its influence any but a very weak morality; and in the absence of all proofs to show that he had any agency, direct or indirect, in securing for that firm the chief supply of coal, or, in fact, that he ever knew of that arrangement, he is entitled to the full benefit of his own denial, sustained, as it is, by Dr. Hunter's sworn declaration that Mr. Toucey never made any intimation, direct or indirect, to him as to the persons of whom he should purchase, and that nothing ever occurred between them on the subject.

The rate of compensation allowed was precisely the same which had been allowed by Mr. Fillmore's administration for the first agent, viz: five per cent. on the coal purchased and on inland freights. The testimony of Mr. Springer, who was the first agent, will best sustain this declaration:

“Question. How was your compensation fixed?

“Answer. At five per cent.

“Question. Upon what?

“Answer. Upon the price of coal and freight. I took up all vessels and superintended them.”

The amount of coal purchased then was much smaller than it has since become, and as it grows larger it might have been well, in the opinion of the committee, to have reduced the per centage allowed. But the amount of coal purchased in the summer and fall of 1858, swelled as it was by the Paraguay expedition and other unusual demands, furnished no just basis on which to fix the proper per centage; and it must be borne in mind that both the former agents had made claims for some additional compensation.

It would appear hard to hold an administration responsible for not foreseeing contingencies, and adapting its regulations always strictly to them. In the case of the Japan expedition, under Mr. Fillmore's administration, Howland & Aspinwall, of New York, were allowed ten per cent. on every cargo of coal sent out, including original cost, inland and foreign freights, insurance, &c.

This gave them a clear compensation for the coal furnished to that expedition, in the two years of its existence, greater than the total commissions of all the coal agents together since the agency was established. This will appear from the annexed table:

Commissions paid to the several coal agents by the Bureau of Construction, &c., during each fiscal year, since their first appointment in 1851.

Names.	To June 30, 1851.	To June 30, 1852.	To June 30, 1853.	To June 30, 1854.	To June 30, 1855.	To June 30, 1856.	To June 30, 1857.	To June 30, 1858.	To Dec. 31, 1858, 6 months.	Total.
B. H. Springer.....	\$115 09	\$292 31	\$274 23	\$2,100 37	\$214 00	.....	.....	.....	.....	\$2,996 00
ohn Jamison.....	234 45	1,041 36	924 24	690 17	346 67	.....	.....	.....	.....	3,236 89
Benjamin Tyson.....	.....	.....	.....	.....	1,022 13	\$1,244 30	\$1,404 29	\$5,633 78	.....	9,304 50
C. H. Hunter.....	.....	.....	.....	.....	.....	.....	.....	319 21	\$5,807 74	6,126 95
James Polk.....	.....	.....	.....	.....	227 02	90 47	201 26	.....	79 06	597 81
Howland & Aspinwall*.....	349 54	1,333 67	1,198 47	2,790 54	1,809 82	1,334 77	1,605 55	5,952 99	5,886 80	22,262 15
	.....	1,785 17	22,039 73	27,159 96	.....	.....	.....	.....	.....	50,975 86

*This amount was paid to Messrs. Howland & Aspinwall, who acted for that time as the special agents of the department for the procurement of coal and freighting it for the Japan expedition, they purchasing the coal and paying the freight bills out of their own funds, and, upon settlement with the bureau, receiving a per centage upon the gross amount.

Statement of the amount of commissions paid to the several coal agents, for purchases under the cognizance of the Bureau of Yards and Docks, during each fiscal year since their first appointment in 1851.

Names.	To June 30, 1851.	To June 30, 1852.	To June 30, 1853.	To June 30, 1854.	To June 30, 1855.	To June 30, 1856.	To June 30, 1857.	To June 30, 1858.	To Dec. 31, 1858, 6 months.	Total.
John Jamison.....	\$213 30	\$872 35	\$936 05	\$66 79	.....	.....	.....	.....	.....	\$2,088 49
B. H. Springer.....	58 21	550 08	840 20	1,020 52	.....	.....	.....	.....	.....	2,469 01
James Polk.....	.....	.....	.....	.....	\$1,949 75	\$1,994 22	\$1,761 46	\$2,434 70	\$1,866 21	10,006 34
Benjamin Tyson.....	.....	.....	.....	.....	1,353 34	687 95	1,373 72	1,709 67	.....	5,134 68
C. H. Hunter.....	.....	.....	.....	.....	.....	.....	.....	.....	1,645 18	1,645 18
	271 51	1,422 43	1,776 25	1,087 31	3,313 09	2,682 17	3,135 18	4,144 37	3,511 39	21,343 70

FEBRUARY 8, 1859.

JOS. SMITH, Chief of Bureau.

In this connexion it is just to say, that in providing for the use of American coal on most foreign stations on terms cheaper than foreign coals have heretofore been purchased, Mr. Toucey deserves well of his country, and especially of the coal interest itself.

Your committee thus far have omitted to allude to the testimony of Mr. Smith, connecting the President of the United States in a peculiar manner with the appointment of Dr. Hunter. It is proved that there was a great contest among the numerous applicants for the appointment. At length it was arranged by a number of friends that Dr. Hunter should be designated as the man agreed on, and the emoluments of the office should be divided between him, Mr. Smith, and Mr. Getz.

No one traces any knowledge of this arrangement, either direct or indirect, to the Secretary of the Navy; and no one but Mr. Smith speaks of any allusion to it in the presence of the President. In order that his testimony may be properly understood, what he says on this point is given as follows:

Question. Did you communicate this arrangement to the President? Did he understand that an arrangement had been made between the competitors for this office?

Answer. Yes, sir; he understood that the emoluments of the office were to go to the three, as I have stated.

Question. Did he say anything about it?

Answer. No, sir.

Again he says:

Question. Do you say that the President understood that you three gentlemen had made an amicable arrangement about this office, or that he understood the profits of the office were to be divided up between you?

Answer. He understood that we had come to some amicable arrangement.

Question. Did he understand that the profits were to be divided?

Answer. I do not know what he understood, whether it was that one-half was to go to one man and one-fourth to each of the others, or what it was.

Question. Was anything said by him about dividing the income of the office between you three?

Answer. No, sir.

Question. Was anything said to him about it?

Answer. No, sir; not by me. I do not know what conversation the others may have had about it.

Again he says:

Question. Did the President understand that this arrangement was for the mutual benefit of you three gentlemen?

Answer. From what little conversation I had with him, I suppose he understood that we three, who were all pressed for appointment, had made an arrangement. But I suppose he knew nothing in regard

to how the emoluments were to be divided, whether equally, share and share alike, or not.

Question. Did he understand that the office was for the benefit of you three persons?

Answer. Yes, sir; that we three were to be satisfied, but he knew nothing about the arrangement, whether one-half was to go to one party and the other half to the other two or not.

It will be seen that Mr. Smith states that the President understood that the emoluments of the office were to go to the three. Again, he says that the President understood that the three were satisfied. He says further, that nothing was said by him to the President, or by the President to him, on the subject of dividing the income of the office between the three.

How then did he know that the President understood the matter? Clearly, it was a mere inference on his part. The matter was strongly in his mind, and he took it for granted that the President knew it too.

This is the whole testimony to that effect.

When he said the matter was settled, the President said he was glad the thing was done or "finished." He was glad that the contest was ended, but made no allusion to a division of the compensation between the three.

As this announcement was made by Smith, who appeared to be satisfied, and as Dr. Hunter was to be the appointee, the inference perhaps is just, that the President understood that they two were to have the agency. But that he knew that Mr. Getz would have a part of the compensation, is rendered highly improbable by the testimony of Mr. Getz himself:

Answer. The appointment was spoken of, I think, by the President in my presence.

Question. The appointment of Dr. Hunter?

Answer. Yes, sir.

Question. What did the President say to it?

Answer. It was in reply to something that was supposed to refer to me; it was in reply to an application for my appointment to that office, as it was supposed; he said he had made up his mind to appoint Dr. Hunter; these were his words, I think—"Mr. Jones urged me to appoint you; but you were no applicant, and I have made up my mind to appoint Dr. Hunter."

Question. Was anything further said?

Answer. Not in regard to this subject, I think, sir.

Now, would this have been the language of the President to Mr. Getz, if he had known that he was to get a part of the compensation?

If it be conceded, then, that the President understood that Hunter and Smith were to have the profits of the agency, does it afford any ground of complaint?

Mr. Springer testifies:

Answer. It would require a number of persons to attend to it. One person could not attend to it to give it the attention it requires. For instance, sometimes there will be two or three vessels loading at

once at different ports When I first had it, it could have been done much better, when the different vessels would be loaded near each other. One coal inspector could not attend to the whole; but if the coal were to be procured on contract, it might be still worse.

Mr. Tyson, who preceded Dr. Hunt, actually had a partner in the duties and profits of the agency.

Dr. Hunter, too, would certainly need aid in the discharge of the duties involved. It was a mere agency which might be given to two men, and not an office to be filled by one only.

If Smith was to remain at Philadelphia to attend to the duties of the agency there, while Hunter was to be employed in the region of the mines, your committee can see no impropriety whatever in the arrangement. What the committee does condemn is the gross neglect of duty on the part of both.

It appears to your committee that a coal agency, under proper regulations, is very desirable. No other system has served so well. Mr. Springer says on this point:

Prior to that, the government was supplied in a very bad way, and I think injuriously to its interest. I think they got a much better article and at a lower rate, during the agency than before. I consider it an all important thing; I consider a coal agency properly conducted is one of the most important stations belonging to the Navy Department. The properties of coal are so various that a person who is not thoroughly acquainted with it may purchase a bad article and endanger the ship and all on board. The received opinion of persons not acquainted with the subject is that all coals are alike; but there is as much difference between different coals as there is between the best hickory and the worst pine wood. The government has bought coal, to my knowledge—not under agencies, but prior to them—which was condemned. I was removed in 1853. Mr. Dobbin was then Secretary of the Navy, and for a time he tried the navy agents; but they sent such coal as could not be used. Mr. Dobbin told me himself that on some of it they had a survey, and it was condemned and sold for either a dollar and a quarter or a dollar and a half per ton. I was familiar with the fact myself. I must say that I consider a coal agency indispensable for the Navy Department.

Question. What is the proper business of the coal agent?

Answer. When I was in the agency I can inform you what I considered the business. I was required, when I was first appointed, to abandon all other business and devote my whole time to the agency. The duty of the agent is to select the coal, purchase it, and superintend the shipping of it; to do which it would require the closest attention of two or three persons. Indeed, while I was agent that was the course I pursued.

Your committee would recommend that the agency be retained, but that safe-guards against abuse be thrown around it.

In this connexion it is proper to say that the other coal agency, that for the purchase of bituminous coal, stands unimpeached in this investigation.

PART II.

CONTRACTS FOR LIVE-OAK TIMBER.

On the 14th of June, 1858, immediately after the passage of a law directing the construction of eight sloops-of-war, and authorizing the expedition to Paraguay, the Secretary of the Navy advertised for 150,000 cubic feet of live-oak timber, of specific dimensions, to be delivered at six of the navy yards, to wit: Kittery, Charlestown, Brooklyn, Philadelphia, Gosport, and Warrington, 25,000 feet at each yard; one-half to be delivered on September 1, 1858, and the other half on February 1, 1859. Proposals or bids were to be received till three o'clock p. m., on July 14, 1858. The proposals contained this unusual clause: "The department will award the contract in each case to the lowest bidder, reserving the right to decline making any contract for a purchase and delivery at any navy yard if it shall then deem it unnecessary or disadvantageous to the public service."

W. C. N. Swift, of New Bedford, Massachusetts, and James Bigler, of New York, had each previously been contractors for the delivery of live-oak timber at several of the navy yards: Swift at Brooklyn, Gosport, and Philadelphia; and Bigler at Boston, Gosport, and Kittery; and they each had a surplus of timber at the yards at which they had been delivering amounting in the aggregate to over 100,000 feet. Swift's surplus was more than twice as large as Bigler's.

In May, 1858, each applied to the Secretary of the Navy to purchase his surplus timber, and urged it upon the ground that the nature of the service unavoidably left a surplus on hand after the fulfillment of such contracts, which it was the usage of the government to purchase at a fair price. The Secretary declined, on the ground that he had no power to purchase without having first advertised for proposals, in order that the wants of the government might be supplied by the lowest *bona fide* bidder in fair competition.

The Secretary had power to procure timber by open purchase if needed for immediate use. Such is the plain language of the law. (See Brightly's Digest, 191, section 7.) And so the law is understood by the Navy Department, as proved by John Lenthall, chief of the Bureau of Construction, Equipment, and Repairs. About 3,000 feet of Bigler's timber in the Kittery yard and probably as much at the Gosport yard, had been used and paid for by open purchase, being needed for immediate use; and this circumstance was urged by Bigler as a reason for the purchase of his entire stock. But the Secretary did not consider the exigency of the public service required the immediate purchase and delivery of a large quantity of live-oak timber. This is obvious for the reasons:

1st. That he refused to purchase, although the stock of Bigler was offered at the moderate price of \$1 10 per foot; and Swift said that

would establish the price, and he would have to take the same for his.—See Bigler's testimony.

2d. The unusual clause in the published proposals to bidders, "reserving the right to decline making any contract for a purchase and delivery at any navy yard, if he should then deem it unnecessary or disadvantageous to the public service."

3d. The Secretary instructed Mr. Lenthall, as he understood, to specify, in the advertisement for the timber, the earliest time at which it could be *cut and delivered*; and he specified the 1st of February, 1859, as the earliest day practicable. Of course the Secretary knew it would take several months to *cut and deliver it*.

4th. But little of it has been used since the delivery of it on contract, as hereafter stated. Mr. Lenthall, chief of the Bureau of Construction, Equipment, and Repairs, testifies as follows :

I think that timber of that description was needed; not the whole of it; probably we could have done with much less than was called for. But I think it was for the interest of the service to have got that description of timber, and I think we wanted it then.

Question. At that time?

Answer. Yes, sir; a portion of it.

They got a portion of it as already noticed. They must have gotten all or nearly all then needed, for it is proved but little of the timber referred to has been used since it was delivered under the contract. According to the testimony of B. F. Delano, naval constructor at Brooklyn, about one-fourth of the quantity delivered then, say 6,000 feet, has been used. Samuel T. Hartt, naval constructor at Gosport, proves that about 300 feet have been used at that yard.

Francis Grier, naval constructor in the Philadelphia yard, proves there was a little of it used on sloop No. 1, in the Philadelphia yard, and that some was used on the Griffith ship, but leaves the quantity indefinite. He also says if the matter had been referred to him he would not, as a matter of official duty, have recommended the purchase of Swift's timber, and it was not necessary to purchase it to carry on the business of the yard.

Proposals for timber were prepared by Mr. Lenthall, under the directions of the Secretary. When submitted to him, he did not approve of the time fixed for the delivery, which was the 1st of February, 1859, and changed it, making half deliverable on the 1st of September, 1858, (about twenty days after the contracts were completed,) and the remaining half on the 1st of February, 1859.

Swift and Bigler seemed to have entertained no doubt they had the contracts within their grasp, as they had the timber already in all the yards except Warrington, and to prevent competition between them in bidding, Swift agreed, if he got the contracts, to purchase all of Bigler's timber at the same rate for which he contracted with the government. Swift bid to furnish the timber at \$1 30 ; Bigler nominally bid at a much higher rate, in order that the contract might be awarded to Swift. It turned out there were several other bidders, though they knew it would be impossible for them to deliver any timber on the 1st of September. They believed the Secretary would grant them an extension of time, and doubtless, under that belief,

bid in good faith. Swift was underbid for every yard, and the contracts were awarded to the lowest bidders: Buxton and Lawrence at Kittery, Charlestown, and Brooklyn; Samuel B. Grice at Philadelphia and Gosport; and Coates, Degraw & Beach at Warrington. Buxton and Lawrence failed to execute their contract within ten days allowed them. The other successful bidders executed their contracts as required. Samuel B. Grice delivered only 1,400 feet of timber at Philadelphia within the time stipulated for the first delivery. Coates, Degraw & Beach did not deliver any at Warrington. They, each, applied to the Secretary for an extension of time, which he declined to grant; and on or before the 16th of September the contracts were all annulled, and a contract made with W. C. N. Swift to supply all the timber at the several yards, at the same rates at which the contracts were first awarded, ranging from \$1 09 to \$1 17 per cubic foot, and being an average of \$1 12.

The usual time allowed contractors for live oak is one and two years, because, unlike other timber, it is rarely kept on hand by lumbermen, and generally has to be cut near the coasts of the Gulf of Mexico after the contracts are made; and being esteemed more valuable when cut between the 1st of November and 1st of March, one winter season at least is allowed for that purpose.

Having shown the Secretary did not deem this timber necessary for immediate use, it may be here remarked that he could not, and did not, under the first contracts, or under that with Swift, expect half of the timber to be delivered on the 1st of September, or near that time. Every one knew it was physically impossible to deliver any portion of it at Warrington (Pensacola) by that time, or for months afterwards.

None of the contractors for that yard had any timber there, or near there. Each of them had to cut it from the forest before he could deliver it. The yellow fever was prevailing along the Gulf coasts with great fatality, and no one would have exposed himself to the danger by cutting timber during its prevalence. Without this obstacle, it was impossible to have cut and delivered the timber by the time specified, or even to have placed a force in the forests, where it might be cut between the execution of the first contract and the 1st of September.

It appears that Coates, Degraw & Beach, the first contractors for the Warrington yard, were making reasonable exertions to furnish the timber. There is no sufficient reason for believing they would not have furnished it as soon as Swift. In fact, it appears he has not even yet complied with his contract at that yard, and has delivered but a small portion of the timber. Beach, of the firm of Coates, Degraw & Beach, testifies that they had made arrangements by which they would have been able to deliver it all by the first of February. And whether that be so or not, there is nothing shown to justify the belief that they would not have furnished it as soon as Swift. The inquiry at once arises, why was their contract annulled and a new one made with Swift? If it was the desire of the Secretary from the first to give the contract to Swift and Bigler, or either of them, an answer is furnished.

It is, however, proper to state, in this connexion, that the Secretary in the month of December last annulled Swift's contract for the War-

rington yard on account of his failure to deliver the timber; but orders have since been given by the chief of the Bureau of Yards and Docks to the commandant of this yard to receive timber offered under the contract since it was annulled.

Some facts appear touching this matter to which it is deemed proper to refer. Swift and Bigler had previously been reasonably good contractors for live-oak timber, and seem to have had more favors than other contractors in allowing their surplus timber to remain in the yards; a favor which perhaps they deserved. Swift was an ardent friend of the present administration, and had expended his money freely, more than \$10,000, to aid the election of Mr. Buchanan. It was known to the Secretary that he had been liberal, as proved by George Plitt, and it was natural he should have a kind regard for him.

There is a striking agreement between the timber for which the proposals were advertised and Swift and Bigler's timber in the yards. This may have been accidental; and Lenthall testifies that the description of the timber in the proposals was not made by the Secretary, but by himself. He also says he had in his possession, at the same time, Swift's letter, and knew what kind of timber he had, but did not pay any attention to his timber in drawing up the advertisement.

The first contracts were annulled, and the contract with Swift entered into with remarkable promptness, the two acts seeming to have been performed at one and the same moment.

The strong confidence of Swift, at all times, as well after the letting as before, that he would finally get the contract; his prompt declaration that the contracts of his under bidders would be annulled and he would take their place; his quietly remaining in Washington till after the 1st of September, and in the meantime writing to Bigler to assure him that their agreement about the timber of the latter would be carried out, are circumstances, the significance of which cannot be overlooked in this connexion.

For what reason was the 1st of September fixed for the delivery of half the timber? The Secretary knew Swift & Bigler had it then in all the yards except Warrington, and no other person in the country had it. Bigler testifies as follows:

After I got my contracts filled, I went to the Secretary of the Navy to get him to buy my timber upon open purchase. He gave as a reason for not buying it upon open purchase that it was against the law to buy timber upon open purchase, except for immediate use. Mr. Swift went to him on the same score; that he had timber over, which he wished to sell to the government. This induced the Secretary, I suppose, to make this advertisement to cover about the amount of timber that we had. There was nobody else in the business who could supply the amount and kinds of timber called for, and we did not suppose there would be any opposition to us; and when the advertisement came out I was very much surprised that it was in that shape; for it was in a very bad shape for me, as I had only about enough timber to fill out the call for two of the yards. This was bad for me in this way: for instance, if I put in bids for all the yards, I might

get Pensacola or Philadelphia, where I had no timber ; and then I would be obliged to move it from another yard at great expense and trouble. This induced me to make the arrangement with Mr. Swift to avoid the expense of removing my timber from one yard to another.

Question. Did the Secretary intimate that he had any purpose in preparing this advertisement to cover the timber of yourself and Mr. Swift?

Answer. I understood him that it was his calculation that it would just about cover the amount.

Question. When was that?

Answer. During the last summer.

Question. Before the advertisement came out?

Answer. Yes, sir.

Question. Who made that statement to you?

Answer. The Secretary of the Navy himself. He said he did not think he had authority to buy my timber ; he did not wish to do anything about it but what would be entirely straight, and he did not feel authorized to make a purchase of this timber without advertising ; and then if we put in for it—he knowing that we were the only persons that had the timber—at a higher price than they thought was a fair price, that he would not take it at any rate ; mind you, I had already offered my timber to the government.

The same witness further testifies as follows :

Question. Was it not understood between you and Mr. Swift, and live-oak dealers generally, that this advertisement was framed for the purpose of preventing competition, and to enable the Secretary to contract directly with Mr. Swift?

Answer. I always understood it so ; that is, not for Mr. Swift alone, for up to the time when I came here, after the advertisement was out, I thought it was for both of us.

The same witness further testifies as follows :

Question. There is one statement of yours that I feel it my duty to question you further about. In answer to a question, you have said that you have always understood that it was the purpose of the department, in framing these specifications in the advertisement, to exclude competition and to take your and Mr. Swift's timber. Do you say that it was the object of the department to prevent other people from coming in and underbidding you, if they could furnish it at the time at a lower price?

Answer. If you understood me to say that, I do not think I understood the question. My explanation now would be, that the Secretary of the Navy knew, and the chief of the bureau knew, that there was nobody else in all America that had the timber and could put it in at such a time but Mr. Swift and myself. There was not any such timber in the United States that was already got out except ours. There was nobody else in the business but Mr. Swift and myself who could furnish it. The Secretary knew there was no such timber any where else in the market. But he told us distinctly that if we did not put it in at a reasonably fair price they would not take it at all.

The explanation of the Secretary does not conflict with the testimony this witness, nor does it touch the point which the testimony quoted

tends to establish. If there was a conflict between them, the high official station of the one, as a functionary of the government, should be a guaranty against any attempt to mislead; and it would be an ungracious task, to say the least, to balance between his statement and the testimony of the witness, although the latter stands in a favorable condition to obtain credence. He is free from the suspicion of prejudices engendered by disappointed expectations; has no grounds of complaint for supposed personal or pecuniary wrongs imposed by the Secretary, and is not a heated political partisan.

Whatever may be the true state of the facts in regard to the Secretary's intention concerning these contracts, and however much the committee would condemn any personal favoritism to the public detriment, they are gratified to perceive that the Secretary seems never to have lost sight of the public interest. They find the wideness of this in his repeated assurances to Messrs. Swift & Bigler, if they bid "at a higher price than he thought was a fair price he would not take it at any rate." They find it in the unusual clause already referred to, inserted in the advertised proposals, "reserving the right to decline making any contract, if it (the department) shall then deem it unnecessary or disadvantageous to the public service." The provision was doubtless inserted to protect the government against the imposition of exorbitant bids, when it was expected there might not be more than one or two bidders. They find still further evidence of this in the reasonable price at which the contracts were actually and finally taken, it being proved that the average rate is lower than similar contracts had previously been made, and as low as any one could have furnished the timber and realized a reasonable profit for his labor. Your committee are of opinion that the timber contracted for in this case was a kind proper to be kept for the repair and construction of small vessels, and they are not prepared to say it could have been purchased materially lower under any circumstances.—(See the testimony of Samuel B. Grice, Lenthall and Bigler.) And if the policy of keeping the yards supplied with suitable timber is to continue, your committee cannot see that the transaction is in any way a disadvantageous one to the government, certainly it is not in contravention of law.

Before concluding their report on this branch of their inquiry, your committee deem it proper to notice a contract between Mr. George Plitt, as proved by Plitt himself, and W. C. N. Swift in regard to obtaining contracts with the government. It appears that in 1854 Plitt and Swift entered into a written contract, by which the former undertook to use his influence with the officers of the government, with several of whom, in high positions, he was supposed to be on terms of intimacy, both personally and politically, to procure live-oak contracts for the latter, and for which the latter was to pay him ten per cent. upon the amount of all-live-oak contracts he obtained from the government. Plitt alleges that he has performed his part of the agreement, having taken pains to introduce Swift to various officers of the government, and to recommend him as a man of honor and probity. He introduced him to Mr. Buchanan and Mr. Toucey, and recommended him in terms of high commendation, informing the

latter that he had contributed very liberally towards the election of 1856, &c. Swift had, after 1854, and prior to the contract of September, 1858, obtained some live-oak contracts from the government; and after obtaining the last mentioned one wrote to Plitt, repudiating his contract with him, never having paid him anything under it. Shortly after receiving this letter, and between the 15th of October and 15th of November, 1858, Plitt, for the first time, mentioned the contract between himself and Swift to the President, and showed him the written agreement, and asked his advice about it. Plitt says: "The President very properly told me that it was no affair of his; it was an agreement made long before he came into power, and if my attorney thought I could recover in a court of justice, I ought to do so." He also said "he had, of course, no advice to give, and said I might do as I pleased about it." This, it must be remembered, was subsequent to Swift's last contract for timber.

Your committee believe they could not condemn such contracts in too strong terms, as against public policy and most demoralizing in their tendency. They are not only a bid but offer of a premium, indirectly, to say the least, for corruption. They are a temptation to the parties to the practice of deception and falsehood. They are nothing less than making merchandise of the social relations and personal confidence which may very properly exist between those occupying high official stations and the private citizen, and, if tolerated, must result in making the government the daily victim of duplicity and fraud, or in placing an impassable barrier to all social intercourse between high officials and the mere citizen, which would be contrary to the genius of our government.

However much your committee may condemn such improper contracts, they feel called upon to say they do not perceive any ground to attach blame in this instance either to the President or the Secretary. It does not appear that the Secretary was ever informed of its existence, and of course never countenanced or knowingly encouraged it. It does not appear that the President was ever informed of it until a period between October 15 and November 15 last, and then summarily disposed of it by saying "he had no advice to give;" "that it was no affair of his." Here his connexion with the subject began and ended; and here your committee dismiss it.

Contracts for machinery for vessels.

These contracts have been the subject of much outside rumor and complaint. The committee have, therefore, sought for all the information they could obtain in regard to them, and it is herewith presented. It is full and satisfactory.

The contracts about which there has been complaint are the following: that relating to steam machinery for the "Lancaster," built under the act of Congress approved March 3, 1857, and those relating to steam machinery for the vessels now building under the act of Congress of June, A. D. 1858.

The bids for the machinery of the Lancaster were as follows:

Scale of offers for steam machinery for screw propeller ship-of-war building in the Philadelphia navy yard, under advertisement of November 19, 1857.

Merrick & Sons	\$145,000.
Murray & Hazelhurst	138,000
Reaney & Neafie	137,500
Woodruff & Beach	126,000

The difficulty in this case was to decide between the plans of Merrick & Sons and Reaney & Neafie. They were both good, and preferred to the others. After much consideration the contract was awarded to Reaney & Neafie. Their bid was \$7,500 lower than that of Merrick & Sons. The lowest bid was that of Woodruff & Beach, but no one of the engineers approved their plan in comparison with those of the others. It is claimed there is a family relationship between Beach, of this firm, and the Secretary of the Navy. We may allude to this hereafter.

We proceed now to a brief examination into the awards of contracts for the machinery of the vessels now building under the act of June, A. D. 1858.

This act of Congress directed the Secretary of the Navy to cause to be constructed "as speedily as may be consistent with the public interests," eight war steamers, of light draught, "combining the heaviest armament *and greatest speed* compatible with their character and tonnage."

One of these vessels is being built, we believe, by the government. On the 26th of July last the Secretary of the Navy invited sealed proposals for the steam machinery of the remaining seven. The circular of the Secretary calling for these proposals is in strict accordance with the directions of the law of Congress under which he acted. It states, among other things, that it is "the object of the department to procure machinery which can develop great power when required, so as to insure high speed," &c., &c., and with this view requires the bidders to guaranty certain results. It gave them until the 8th of September to prepare their plans. The terms of the circular seem to have been satisfactory. The leading engine establishments of the United States, situated in New York, Philadelphia, Boston, Baltimore, and Hartford, made proposals. There were fourteen bidders and, in all, forty-four bids. They were as follows:

Small sloop, Boston, 750 horse-power.

Morgan Iron Works, New York.	\$110,000	Locomotive Works, Boston ^o	\$104,000
James Murphy & Co., New York.	107,000	Atlantic Works, Boston	100,000
Allaire Works, New York†.....	97,000	Woodruff & Beach, Hartford	118,000

Large sloop, New York, 1,000-horse power.

Morgan Iron Works, New York.	\$137,500	Allaire Works, New York	\$105,000
James Murphy & Co., New York ^o	130,000	Novelty Iron Works, New, York†-	97,000
West Point Foundry, New York.	130,000	Woodruff & Beach, Hartford	125,000

^o Accepted bid.

† Lowest bid.

Small sloop, Pensacola, (direct-action engines,) 750-horse power.

Reaney, Neafie & Co., Philadelphia	\$153,000	Woodruff & Beach, Hartford	-----	\$118,000
James Murphy & Co., New York	127,000	Locomotive Works, Boston	-----	115,000
Morgan Iron Works, New York ^o	120,000	Murray & Hazelhurst, Baltimore†		100,000
West Point Foundry, New York	118,000			

Large sloop, Norfolk, 1,000-horse power.

Reaney, Neafie & Co., Philadelphia	\$152,000	Woodruff & Beach, Hartford	-----	\$125,000
Morgan Iron Works, New York	142,000	Murray & Hazelhurst, Baltimore		115,000
Novelty Iron Works, New York	100,000	C. Reeder, Baltimore†	-----	94,000

Large sloop at Portsmouth, New Hampshire, 1,000-horse power.

Morgan Iron Works, New York	\$143,000	Allaire Works	-----	\$110,000
West Point Foundry	136,000	Novelty Iron Works†	-----	98,500
James Murphy & Co.	135,000	Woodruff & Beach, Hartford ^o	----	125,000

Small sloop, Philadelphia, 1,100-horse power.

Morgan Iron Works, New York	\$110,000	Wm. Norris, Philadelphia	-----	\$126,000
Allaire Works, New York	97,000	Murray & Hazelhurst, Baltimore†		90,000
Reaney, Neafie & Co., Philadelphia	135,000	Woodruff & Beach, Hartford	----	118,000

Large sloop, Philadelphia, 1,000-horse power.

Reaney, Neafie & Co., Philadelphia	\$145,500	Novelty Iron Works, New York†		\$98,000
Merrick & Sons, Philadelphia ^o	102,000	Murray & Hazelhurst, Baltimore		110,000
Morgan Iron Works, New York	141,000	Woodruff & Beach, Hartford	----	125,000
Allaire Iron Works, New York	110,000			

On the 20th of September the Secretary appointed a Board of Engineers to open and examine these bids and report to him which of them should be accepted. Each engineer, in order to secure his individual examination and opinion, was required to make a separate report in writing. This board consisted of Samuel Archbold, engineer-in-chief of the United States navy, W. W. Wood, Henry Hunt, and Daniel W. Martin, chief engineers. This course of the Secretary your committee find to be such as has been pursued heretofore, and they regard it as very proper. It differs from the former practice only in the increased caution of the Secretary in requiring each member of the board to make a report of his opinion. The persons chosen are engineers of long experience and high standing. No witness has expressed a doubt of their qualifications to sit on such a board, nor of their integrity or impartiality. Reference has been made to Mr. Martin as being liable to be influenced in his decision by reason of his interest in the "Martin boiler." We will notice this hereafter.

Let us now examine briefly their action :

1. The contract for the machinery of the small sloop at Boston was awarded to the "Locomotive Works," situated at that place. There were six bids for this contract, two lower and three higher than that of the party to whom it was given. No one of the board recommended the plan of either of the lower bidders ; all concurred in objections to them. One engineer recommended the plan of the Morgan Iron Works, New York, at \$110,000 ; another that of Murphy & Co., New York, at \$107,000. Two recommended that of the "Locomotive

^o Accepted bid.

† Lowest bid.

Works," Boston, at \$104,000, and the contract was awarded to them. This seems to be right. It is not pretended that any improper influence was used in getting the contract, nor is the standing or responsibility of the establishment questioned.

2. The contract for the machinery of the large sloop at New York was awarded to James Murphy & Co., New York. Of the six bids in this case, three were lower than the one accepted. One of the board reported in favor of the Novelty Works; the remaining three in favor of Murphy & Co. The bid of the "Novelty Works" is \$33,000 lower than that of Murphy & Co. This is a wide difference, and we do not feel qualified to decide whether there is this difference in the merits of the plans. Both the bidders included in their plans what is known as the Martin boiler. It is proper to add, in this connexion, that the contract should not necessarily be given to the lowest bidder, having reference to price only. Every plan of engine is different—different in arrangement, different in its fitness, and different in its cost to the builder, and its intrinsic worth. A primary object is to obtain the one which will best answer the purpose of the government. The Morgan Works, New York, proposed a plan of engine for this vessel at a price \$40,000 higher than that of the Novelty Works, and Mr. Quintard, one of the proprietors of the establishment, testifies that a plan of engine that could have been built for \$97,000 would not, in his opinion, have been suitable for the ship. We will only add, that no improper influences in getting this contract are shown, and that no witness has called in question the reputation and responsibility of the house of Murphy & Co. They are shown to be satisfactory and reliable.

3. The contract for the machinery of the small sloop Pensacola was given to the Morgan Works, New York, at \$120,000. The bids ranged, in this case, from \$100,000 to \$153,000. There were in all seven plans submitted for this vessel. But two of them received the approval of the board. These were the plans of the Morgan Works and the Boston Locomotive Works; and upon these the board was equally divided. Mr. Archbold, who favored the plan of the Locomotive Works for this ship, had recommended the Morgan Works for the Boston ship, at \$110,000. This latter ship was awarded to the Locomotive Works at \$104,000. It is supposed by the committee that it was not considered expedient to award two contracts to one establishment; that it was considered desirable to distribute them, if it could be done with propriety, in order to increase the rivalry among contractors. For these reasons your committee think it was right to give this contract to Murphy & Co., who were preferred by one-half the board, and were also preferred by another member of the board for the Boston ship, which was awarded to the competitor for this. The testimony does not show that any political or improper influence was applied by any one to obtain this contract. The establishment to which it was given is responsible and reliable.

4. No contract was given on the first bids for the Norfolk sloop. Two of the board reported in favor of Reeder, one (Martin) against his boiler, and the fourth in favor of Reaney, Neafie & Co. We give the following testimony on this point:

Martin's deposition:

Question. In your opinion you use this language: "Mr. Reeder's plan of engines is good and his price satisfactory, but his plan of boiler I cannot recommend; if they were made satisfactory I would recommend him for the Norfolk ship."

Answer. That was not on account of its not being my boiler, but in the way it was arranged; it was the same plan that had been tried in the Princeton and had proved to be a failure. Knowing it to be a failure, I could not recommend it again in that form, but proposed some modifications, which I do not now remember.

Archbold's deposition:

Question. Did he get the contract?

Answer. No, sir. There were two members of the board who reported in favor of his plans: one reported in favor of the engines and against his boilers, and the other objected to his plans in toto.

Question. What was the result?

Answer. I believe he gave up his right to the contract, or something to that effect.

Question. Do you not know that he was deterred from presenting his bid?

Answer. I did not deter him; I do not know who did.

Question. What was the final result of that matter?

Answer. There was a new board ordered and new bids were given.

Question. Who got the contract?

Answer. Murray & Hazelhurst, of Baltimore.

Question. For how much? was it not \$120,000?

Answer. I think it was over that—\$131,000 for 14 miles per hour. They had a speed bid.

Reeder withdrew his bid, we suppose, because he found it too low. New proposals were called for, and it would seem that the terms were varied, and called for a quantity of speed. The following are the second bidders:

Atlantic Works—geared, \$130,000, six months; direct, \$125,000, six months.

Murray & Hazelhurst—geared, \$131,000, eight months; direct, \$120,000, eight months.

Fulton Foundry—geared, \$138,000, seven months; direct, \$129,000, seven months.

Reaney, Neafie & Co.—geared, \$145,000, seven months; direct, \$135,000, seven months.

Boston Locomotive Works—direct, \$120,000, seven months.

Novelty Works—geared, \$130,000, six months; direct, \$125,000, six months.

Two kinds of engines were called for, the geared and the direct-acting.

For the direct-acting engine, Murray & Hazelhurst and the Boston Locomotive Works were the lowest and equal bidders; and for the geared engine, Murray & Hazelhurst were the next lowest, and \$1,000 higher than the lowest. The majority of the board which sat upon these proposals, consisting of Chief Engineers Williamson,

Everett, Stimers, Isherwood, and Whipple, reported in favor of Murray & Hazelhurst, and they received the contract. There is no testimony criticizing in any way this award, or the price to be paid, or the plan of machinery, or the qualifications and responsibility of the contractors.

We come now to the contracts about which there has been complaint and a more extended inquiry.

5. The contract for the machinery of the large sloop at Portsmouth was given to Woodruff & Beach, Hartford. There were six bidders, two lower and three higher than the parties who received it. Neither of the low bids was approved for this contract, but every member of the board approved and reported in favor of the plan of Woodruff & Beach. There is not a particle of evidence pointing to unfairness or partiality in this award. All that has been attempted has been to show that there was some relationship between the Secretary and Mr. Beach, of this firm. And what has been the result of this attempt? We give it in the language of the witness:

Question. I wish to obtain from you the precise relationship of Mr. Beach, of the firm of Woodruff & Beach, to the Secretary?

Answer. Mr. Toucey, George Beach, sr., and George Beach, jr., married sisters by the name of Nichols. C. Nichols Beach, of Philadelphia, of the firm of Tyler, Stone & Co., is a son of George Beach, sr., by the sister of Mrs. Toucey; Henry B. Beach of Hartford, of the firm of Woodruff & Beach, is a son of George Beach, sr., by a former wife.

That is, Mr. Beach, of this firm, is a step son of the sister of the lady married by the Secretary. Our vision may be obtuse, but we see no relationship here, and, regardless of it, we report that nothing has been brought before us tending to excite the slightest suspicion of favor or partiality in awarding this contract. The testimony of Mr. Beach is reported, and worthy of attention. It shows there never has been any intimacy between the Secretary and himself.

6. Next in order is the contract for the machinery of the "Griffith" sloop. The struggle for this contract has been earnest and protracted, resulting in much disappointment and unusual complaint by one of the unsuccessful bidders. The case is briefly this:

Upon opening the bids in September it was found there were six bidders for this machinery, four of which were lower and one higher than that of Mr. Norris. But it was further found and reported by the engineers that an untrue and incorrect model of the ship had been sent to those proposing to bid. This arose from a peculiarity of this model, unknown to the department at the time of the advertisement of July 26, 1858. Mr. Norris alone had been furnished with the necessary information. Very properly, therefore, new proposals were invited.

Two of the September board, Messrs. Archbold and Martin, condemned the plan of Mr. Norris; the other two, Messrs. Wood and Hunt, said nothing for or against it, but merely reported that other bidders had not been given the proper information to prepare their plans.

Under these circumstances, the department, on the 2d of October, addressed a letter to all who had previously bid for this machinery, but no others, inviting them to bid again, and furnishing them a drawing showing the midship section and correct plan of the vessel. They were given until the 2d of November to prepare new plans. But three bidders appeared. They are here given.

In the meantime, Mr. Norris, knowing that Archbold and Martin, of the first board, had condemned his plan, requested the Secretary not to put them on the new board. The Secretary acceded to this request, and on the 4th of November made a new board, consisting of Chief Engineers Wood, Hunt, Everett, and Whipple. On the 8th of November each member of this board made his report in writing.

Before this, however, and as early as the 2d of that month, Mr. Norris brought to bear what he seems to have considered an additional recommendation of his plan of machinery. It appears, in his letter to the Secretary, dated Washington, November 2, 1858. We give an extract from it:

"On the score of politics, which I have never mentioned before, I have greater claims upon the government than my competitors. Our shop at Bush Hill, Philadelphia, was the first institution in this country that raised the banner of Buchanan and Breckinridge. The day after the nomination we raised the standard with full length portraits of the President and Vice President, and at the election our shop furnished 764 votes for them. Notwithstanding the present monetary depression, we gave 312 votes for the administration at the last election. We have supported the party with material aid by thousands of dollars, and worked hard, as any of the party in Philadelphia will testify.

"Now, my dear sir, our competitors in Philadelphia were most violent working opponents against the present administration, as is well known in Philadelphia."

Here politics makes its appearance very boldly. In regard to the five contracts we have previously considered, we have no evidence that it was brought to bear, but it appears here with great directness—not modestly, or indirectly through a friend. It is the bidder himself who presents it *in propria persona*. It is strongly presented. The bidder comes bearing a banner on which are blazoned "full length portraits of the President and Vice President." But this is not all. Alas! for his competitors! They must be unmasked, if perchance they have disguised themselves, and therefore it is brought to light that they "were most violent working opponents against the administration, as is well known in Philadelphia."

It is proper to notice that this extravagant political self-recommendation was interposed on the 2d of November, two days before the board was appointed and six days before it reported. Mr. Norris was inquired of on this subject, and he has testified, undertaking to explain why it was he resorted to political influence. He says it was because Messrs. Landy and Witte interfered for his competitors. He saw them at the office of the Secretary.

We give extracts from his deposition:

Question. Please name the gentlemen who went in at that time?

Answer. Mr. Landy, now a member of the House of Representatives, was there.

Question. Who else?

Answer. Upon my word, I forget the others.

Question. How many were there of them?

Answer. There were two members of Congress with Mr. Witte. The other gentleman I really do not recollect. I have forgotten his name. Seeing these gentlemen there was what first alarmed me, and started me off to get political aid.

Question. Up to that time had you obtained any certificates as to your political character?

Answer. No, sir.

* * * * *

Question. When was this that you saw Mr. Landy and Mr. Witte at the Navy Department?

Answer. Some time in November.

Question. What part of November?

Answer. In the early or middle part; perhaps in the middle part; I have no recollection of it, only that it was just about the time I went off to Philadelphia, for seeing them there induced me to go.

* * * * *

Question. How long previous?

Answer. It is impossible to say; that first induced me to return to Philadelphia.

Question. I wish you would put it within some limits; say that it could not have been earlier or later than such a time. Was it before the 15th of November?

Answer. I cannot say. If I could see the letter of John G. Brenner I could tell exactly. It was before November 15.

Question. How long before?

Answer. A day or two.

Question. Do you think it was as much as a week before?

Answer. I do not know; I cannot say.

Question. Could it have been more than a week before?

Answer. Let me calculate. [A pause.] It was on the Friday previous to the 16th of November; it was about the 12th or 13th of November.

* * * * *

Question. Your letter reporting yourself a democrat, and asking favor of the government on political grounds, was dated November 2?

Answer. Then it was in October that I saw Mr. Landy and the other gentlemen here.

We now give some extracts from the testimony of Landy and Witte. Mr. Landy says:

I find, by reference to the books in which my name is recorded at the hotel, that I arrived here upon the 7th of November, which was after the election, that having taken place upon the second Tuesday of October. Upon reflection, I find a correction I would like to make. I replied that I thought I came here in company with Mr. Witte. I distinctly recollect now that at that time I came here alone.

* * * * *

Question. What representations did you make to him in regard to the matter?

Answer. That they were a very experienced firm, highly honorable and creditable men; that in all their undertakings, so far as marine engines were concerned, their labors had been crowned with the highest success; and I recommended them to the department, in view of the success of the establishment, and their ability to perform the work in a manner advantageous to the government.

Question. Did you suggest to the Secretary any political considerations?

Answer. None at all; none.

Question. Did you state anything about the political standing of this firm?

Answer. No, sir; nothing at all.

Mr. Witte, an ex-member of Congress, says:

Question. What inducements did you hold out to the department, or to any officer of the department, to give to Reaney, Neafie & Co. the last contract, or either of the contracts?

Answer. None other than that our house having a long experience in the construction of marine engines, especially propeller engines, and having, as I am informed by their books, built more propeller engines than have been built in the country; besides, it would be for the interest of the government to give them the contract. I held out no other inducement except what their supposed superiority, skill, and ability to construct engines of that particular character afforded.

We do not propose to dwell upon this feature of the case; but we think it is evident that Mr. Norris began this political movement. It seems to us the letter itself, without reference to other testimony, shows it; for we cannot but believe that if it had been predicated upon a similar movement, begun first by his competitors, the letter would have referred to it.

The new board reported, on the 8th of November, the "Allaire Works" was the highest bidder, and no one of the board approved their plan. Wood reported in favor of Reaney, Neafie & Co., saying, among other things, their plans, contrasted with those of Mr. Norris, "comprise fewer parts, are less complicated, more accessible, and, in my opinion, best adapted to secure the object of the department." He also referred, in his opinion, to the movement of the propellers. Each plan had two propellers. In Norris' plan they moved in the same direction; in Reaney, Neafie & Co.'s they moved in directions opposite to each other. Wood says of this: "I will add, the practice of engineers heretofore has been, where two propellers were used, to drive them in directions opposite to each other; and I know of no sufficient reason to change the practice, and would not do so, were the responsibility of the arrangement to devolve upon me."

Hunt leaned to the side of Norris. He says: "There is so little difference in the engines offered by Mr. Norris and Reaney, Neafie & Co. as it regards what I consider will be their efficiency, that it is difficult to decide which to recommend, * * * and both their plans have not only good, but objectionable points about them. The engines of Reaney, Neafie & Co. are simplest in form

but they necessarily occupy 130 square feet, or about 30 per cent. the most space in the vessel, and will not, in my opinion, be any more efficient than those of Mr. Norris. It is my opinion the condensers of Mr. Norris are best. Taking simply the plans and specifications as presented to the board, with the time and price for building, I would recommend accepting the bid of Mr. Norris."

Everett reported in favor of Reaney, Neafie & Co.; Whipple in favor of Norris; and three of them were of opinion that the peculiar movement of Norris' propellers made no material difference.

How stands the case now among the engineers? Two boards have examined Norris' plans. Of the first board two condemned them, and were, at Norris' request, left off the second board. The other two of that board neither approved nor condemned, but simply recommended new proposals. The second board was equally divided—two for Norris and two for Reaney, Neafie & Co. We thus have, in these boards, four engineers condemning Norris' plans.

The reports were sent to the Secretary, and the case was now with him. His decision was suspended. Norris has seen Witte and Landy just about this time, and, no longer trusting to his great letter of the 2d November, begins afresh. He plies the Secretary with political letters and documents of all sorts. By the 16th of the month we find on file, among other papers, the following political letters: One from J. H. Baker, one from J. Hamilton, jr., and two from Hon. H. M. Phillips, and Colonel Florence appeared personally for him. If we could rely upon the recommendations on file by the 16th, we might well say, in the language of one of Mr. Norris' friends, that he stood before the Secretary on that day "personally, mechanically, and politically meritorious." But how was it with Reaney, Neafie & Co. at that time? They had presented no political letter, nor is it in proof they used such influence. We can only infer it, because Messrs. Landy and Witte represented them, and they deny they presented such considerations. There are papers on file in behalf of Reaney, Neafie & Co., but they are all pertinent, referring only to the engines. Among others is a letter of J. Ericsson, the inventor of the propeller, which closes with this statement: "The advantages of giving a contrary motion to the propellers in vessels of light, variable draught, or in a sea way, are too obvious to need any demonstration."

In this state of suspense the Secretary again consults the engineer-in-chief, Mr. Archbold, and he, upon the 18th of November, again reported, for various reasons which he gives, that the plans of engines of Reaney, Neafie & Co. were "decidedly preferable" to those of Mr. Norris. On the same day the Secretary called for a board of outside engineers. This board consisted of Smith, Jones, and Corryell. They reported on the 2d of December—Smith and Jones for Norris, and Corryell for Reaney, Neafie & Co.

This ship, the "Griffith," is of peculiar model, and may be regarded as an experiment to obtain speed. This is the chief result sought after in building it. On the 9th of December Reaney, Neafie & Co. addressed the department the following letter:

WASHINGTON, D. C., *December 9, 1858.*

DEAR SIR: We are informed that our proposition to give you fifteen miles per hour, as the speed of "Norfolk ship," in case the contract is awarded to us, has not been deemed worthy of notice by the Board of Engineers.

That it should have escaped their observation is impossible, and that it should be regarded as unworthy of comment is, to say the least, most extraordinary.

We have always supposed, and we learn from your report just issued, that the aim of your department was and is "to combine speed and power with strength in the highest practicable degree."

We beg leave, therefore, most respectfully to call your attention to that feature in our proposal which affords you a guaranty of a rate of speed never before attained by any vessel built for warlike purposes by this or any other government.

We have the honor to be your obedient servants,

REANEY, NEAFIE & CO.

Hon. ISAAC TOUCEY,

Secretary of the Navy.

P. S. We beg leave also to say that we will stipulate for even a higher rate of speed for the ship now building at the Philadelphia station, known as the "Griffith ship."

R., N. & CO.

On the 21st of December, twelve days after, Mr. Norris added to his specifications the following speed bid:

WASHINGTON, *December 31, 1858.*

SIR: I beg leave to add to my specifications now before the department for machinery for the ship under construction at the Philadelphia navy yard, by Griffith, naval constructor *pro tempore*, (reserving the right to modify certain parts of said machinery,) the following:

1. I guaranty the speed of the ship twenty miles per hour.
2. The cost of the machinery shall be one hundred and eighty thousand dollars, (\$180,000.)

If, upon the trial trips, the ship does not make the speed of twenty miles per hour there shall be a reduction of \$10,000 from the cost price for each and every mile lacking the speed of twenty miles per hour as guarantied, reducing the cost as follows, viz:

For a speed of 19 miles, \$170,000; for a speed of 18 miles, \$160,000; for a speed of 17 miles, \$150,000; for a speed of 16 miles, \$140,000; for a speed of 15 miles, \$130,000, &c., &c., &c.

Your obedient servant, very respectfully,

WILLIAM NORRIS.

Hon. ISAAC TOUCEY,

Secretary of the Navy.

On the same day Reaney, Neafie & Co. particularize what they had agreed to in their communication of the 9th, and stipulate for a speed,

under favorable circumstances, of sixteen miles per hour on the trial trip, under a forfeiture of \$15,000 if fifteen miles only is attained, or \$7,500 for each half hour between fifteen and sixteen miles which they fail to accomplish.

With their propositions so modified, the parties stood as follows: Norris guarantees 16 miles per hour for \$140,000; Reaney, Neafie & Co., the same, for \$139,000; Norris guarantees 15 miles per hour for \$130,000; Reaney, Neafie & Co., the same, for 124,000. From this it appears that Reaney, Neafie & Co's proposition was \$1,000 less than Norris' for a speed of sixteen miles per hour, and \$6,000 less for a speed of fifteen miles per hour. The Secretary submitted the specifications, as amended, to the engineer-in chief, and he, on the 21st of December, reported in favor of Reaney, Neafie & Co. The contract was given to them, and in it they have guarantied speed at the prices fixed. Mr. Norris, disappointed by this termination of a long contest, has complained to the department and has complained to the public. He has charged that his plans were furnished to Reaney, Neafie & Co. In this he is mistaken. Your committee are of opinion that no partiality or favor has been shown to Reaney, Neafie & Co. in this transaction. On the other hand, it seems to them that Mr. Norris was most highly favored in preparing his plans, and had advantages enjoyed by no other bidders. It is abundantly proven that he and Griffith, the naval architect, worked together from the beginning; that the engine was planned as the model was planned, and that they progressed together, architect and engineer being in constant mutual consultation. It is proper to state that the Martin boiler was in neither of these plans of machinery.

We think it fortunate for the Secretary it so happened that his anxiety to obtain a good result and his sense of duty conducted him to the decision he at last made. Had this contract been awarded to Mr. Norris, considering his own political standing and the influence of this kind he brought to bear, in comparison with the more obscure political standing of Reaney, Neafie & Co., and the apparent absence of all such influence on their part, it might have been that the Secretary would have been charged with political partiality. For ourselves, we are of opinion that politics had no effect whatever in determining this result. It would seem that the plans offered by both parties were good, and worthy of the patient and repeated examination they received. The one party, Norris, is famous here and abroad in connexion with land engines or locomotives; the other, by long experience, has acquired an excellent reputation as builders of marine engines; and both seem to be reliable and responsible. We approve this award.

This brings us to the last of the seven contracts.

7. The contract for the machinery of the large sloop at Philadelphia was awarded to Merrick & Sons, of that city. There were seven bids in this case; one lower, \$4,000 lower, and five higher than that of the successful party. The bids range from \$145,000 to \$98,000. That of Merrick & Sons is \$102,000. No one of the board recommended the plan of the lower bidder; every member of it recommended that of Merrick & Sons. A comparison of the bids, and an examina-

tion of the reports of the engineers, coupled with the high standing of the contractors, render obvious the propriety of granting to them this contract. This and the award of the Portsmouth ship are the only ones in which the board was unanimous in their opinion, and we would not notice it further were it not that, in the evidence, attention has been called to a letter of W. C. Patterson to the President, dated September 13, 1858. We here give it:

PHILADELPHIA, *September*, 13, 1858.

DEAR SIR: I venture to suggest to you the importance of awarding the contracts for the machinery of the sloop now building at the navy yard at this time, and, if it can be done without prejudice to the public service, to Merrick & Sons. Theirs is the only establishment in the first district which employs a large number of mechanics; at this time, 390; when in full work, 450.

The managing partners (Mr. M., senior, being absent in bad health) are full of energy, straining every nerve to keep their force during this depression, and, in so far as I know, the only old whigs of any influence in that district who are in favor of the re-election of Colonel Florence.

I know, from former experience, the value of that influence, and feel persuaded that it is the interest of the democratic party to increase it.

The first district will, I hope, be carried in any event, but with that shop at work full-handed two weeks prior to the election the result would, I think, be placed beyond all doubt.

With much respect,

W. C. PATTERSON.

The PRESIDENT.

[Endorsement.]

“SEPTEMBER, 15, 1858.

“The enclosed letter from Colonel Patterson, of Philadelphia, is submitted to the attention of the Secretary of the Navy.

“J. B.”

We think it is very evident that the President expressed no wish and interfered in no way in the award of this contract. It was not a case that called for interference or allowed it. The lowness of the bid, the unanimous recommendation of the board, and the high character of the contractors, very properly and promptly fixed the result. There was no actual competition and no contest. The following testimony gives the history of this letter and the practice of the President in such cases:

FEBRUARY 9, 1859.

HENRY M. MCGILL called and examined.

By Mr. Bocock:

Question. What is your official position?

Answer. I am assistant to Mr. Henry, who is private secretary of the President.

Question. What is your business in that position?

Answer. Sometimes opening the President's mail, endorsing letters for him, and recording commissions. I am kept in the office for that purpose.

Question. Do you know anything of that letter? [showing witness the letter of W. C. Patterson to the President, bearing date Philadelphia, September 13, 1851, and which will be found in the Appendix.]

Answer. Yes, sir.

Question. Whose endorsement is that on the back of the letter?

Answer. It is mine.

Question. By whose direction was it made?

Answer. By the general direction of the President. I endorse nearly all his letters.

Question. Was there any special direction in regard to that letter?

Answer. No, sir.

Question. I want to know what the custom of the President is when he receives letters referring to business before the executive departments? Do you endorse them as a general thing?

Answer. Yes, sir; I endorse, in fact, nearly all the letters that come to him. I take them in, in the morning about nine or ten o'clock. He reads them over generally, or reads the endorsement on them merely, and directs us to refer them to the departments, navy, war, &c., as the case may be. Sometimes he takes them and marks on the back of the letter a reference to the Secretary. That is the general practice with all the letters.

Question. Is it common for him to make endorsements on the back of letters, referring them to the department to which they relate?

Answer. Yes, sir, very common.

Question. Do you mean to say that it is his custom, whether he approves the recommendation or not?

Answer. Certainly; whether he approves or not, it is a custom of his. My understanding was, when he made that endorsement, that it was merely to draw the attention of the Secretary to the fact that there was such a letter existing.

Question? Do you know anything of that endorsement? [showing witness the endorsement on the envelope, signed "J. B."]

Answer. Yes, sir.

Question. Whose handwriting is that?

Answer. The President's, sir.

Question. Is that the general form of endorsement for letters relating to the heads of the departments?

Answer. Sometimes he uses one form and sometimes another; sometimes it is, "referred to the Secretary of the Interior," &c.; sometimes it is, "submitted to the consideration," and sometimes, "submitted to the attention" of the Secretary. He does not confine himself to any one form.

Question. From your knowledge of his habit in this respect would you be able to say whether that was a favorable or unfavorable endorsement?

Answer. No, sir. I take it he did not mean to be understood one way or the other, from his general habit; it is the same formal reference that he makes with the other letters.

Question. I would like to ask you whether the President, no matter what may be the character of the letters, destroys them, or is it his practice to send them to the different departments?

Answer. Yes, sir; he sends every letter to the departments, unless it is a silly letter, or a crazy letter. I know further that the President has never interfered with the giving of contracts. I have heard him express himself to that purpose. Upon one occasion, when a gentleman wrote to get a contract for wood, he directed his private secretary, in my presence, to write to the applicant and tell him his application should be made to the Secretary; that he never interfered with contracts.

The following statement from the Secretary's communication confirms the foregoing: "The contract given to Messrs. Merrick & Sons, of Philadelphia, in regard to which a letter from Colonel Patterson to the President was by him, in the usual course, without an intimation of any wish on his part, referred to this department, was awarded to them upon the merits of their plan and proposals, in accordance with the unanimous opinion of the board of engineers; their bid being lower than those of the other bidders whose plans were approved. The President did not in any manner interfere in this case, nor has he in any other case of contract since I have been in the department."

The party relations of the firm of Merrick & Sons are given by Mr. Merrick in his testimony:

Question. What are your party relations?

Answer. They are not of a very decided character, one way or the other. We have never taken a very prominent part in politics, and we have studiously kept from influencing our men in any way. I believe that no member of our firm has ever belonged prominently to the democratic party, but that, generally speaking, the sympathies of one or two of our firm have been upon the other side. I mean in reference to former times. I believe my father was what was called an old line whig; but neither my brother or myself, who constitute the remaining members of the firm, have ever taken any prominent part in politics. I do not think my father has ever taken any at any time. We have never endeavored to influence our men in any way, one way or the other.

The letter was received by mail from Philadelphia. No special direction was given in regard to it, but it was endorsed in the usual form, it being a custom of the President not to destroy but to send all letters to the department to which they related, whether he approves them or not. The very fact of sending the letter to the department to be there preserved, and produced and made public upon any call for information, as it has been now, is to us satisfactory evidence that the President did not mean to be considered as at all interfering in the matter.

Your committee are aware of the very general practice which has long prevailed of addressing, by letter and verbally, to the officers of the government, recommendations based in whole or in part upon

political considerations. The practice cannot be too strongly condemned, especially so where it is resorted to with a view to affect the award of contracts. It was resorted to in two of the seven cases of contract we are now examining, but as your committee believe with no advantage or success.

We have now gone over the seven contracts for the machinery of the war sloops. With a brief reference to one other matter, we will dismiss the further consideration of this subject.

Daniel B. Martin, a chief engineer of the United States navy, was a member of the board which awarded five of the contracts. He is the patentee of what is known as the Martin boiler, and expects and receives a patent fee from those who use it. We believe his boiler to be a good one for marine engines, and could it be used as other boilers without charge it may be it would go into very general use. It has been extensively introduced into the vessels of the government, and was included in nearly all the plans offered in these cases. Martin was not on the board during the contest between Norris and Reaney, Neafie & Co., nor was his boiler proposed by either of the parties. He was not on the second board, the one which awarded the contract for the Norfolk ship; he was on the first and objected to Reeder's boiler, because it was the same which "had been tried in the Princeton and had proved a failure," but he did not object to it because it differed from his. Mr. Reeder afterwards withdrew his bid, but not for this cause. In the opinion of the committee he could have had the contract if he had wanted it. Martin, as we have said, was on the board which decided upon the other contracts. There were twelve different bidders upon these contracts, and, in all, thirty-two bids. Archbold testifies that all of these bidders but the Atlantic Works, of Boston, and the Allaire Works, of New York, included the Martin boiler in their plans. No one of the engineers, in any single instance, approved the plans of either the Atlantic or the Allaire works. The objections are stated in the reports as follows:

THE ENGINES OF THE ALLAIRE WORKS.

Boilers: insufficiency of steam room. Engines: disk valves in air pumps, or *foot and delivery valves, standing vertically*, the greater quantity of coals being stowed over boilers; declining to conform to the specifications of requirements of the department without extra compensation.

Objections concurred in by all the members of the board.

ATLANTIC WORKS, EAST BOSTON.

Method of condensing arrangement decidedly objectionable. The plan proposed for sea steamers never having been successfully applied, the board being opposed to trying experiments promising so little success on such a large scale.

Engines.—Cylinders of too small capacity to develop the power required, without excessive and objectionable pressures of steam.

Boilers.—Grate surface being entirely inadequate and insufficient for the purpose, with the impracticable length of eight feet bars.

Objections concurred in by all the members of the board.

All of those among whom there was real competition had the Martin boiler. Engineer Everett says:

Question. You have said that it was a common practice to refer to boilers in alternative in the bids; I will ask you to state whether in the boards in which you have sat the character of the boiler has been a chief subject of examination?

Answer. Not a chief subject. In determining a contract I do not now recollect an instance where the kind of boiler controlled the determination.

Question. You do not know an instance where it decided the opinion of the board in making the award?

Answer. No, sir, not one.

Others testify to the high standing and good judgment of Mr. Martin. As already stated, all the actual competitors before the board, of which Mr. Martin was a member, presented plans including his boiler, and therefore there could have been no preference on that score. While this is so, and though the committee have no reason to intimate even that the result would have been different if Mr. Martin had not been on the board, they think it would have been more proper and satisfactory if another person had been selected. In conclusion we would say, it is our opinion that the Secretary has done well in this matter. With all the knowledge we now have, at the end of this laborious and protracted investigation, we would not venture or desire to change one of these contracts. We believe they have been carefully, impartially, and stringently made, and with a view only to carry out, in letter and spirit, and at the lowest practicable cost, the provisions of law which directed the construction of these vessels.

In this connexion your committee will not omit to allude to some evidence in this case tending to involve the Hon. J. Glancy Jones. This is mainly the testimony of the Hon. William H. Keim, of Pennsylvania, in which he says that, as secretary and treasurer of the Reading Forge Company, in the year 1854 he made an agreement with Mr. Jones, then a member of the House of Representatives, that the latter should obtain contracts for work for said company on a commission of five per cent.

This alleged contract was never reduced to writing; no trace of it appears on the books of the company; the precise terms in which it was made, so necessary for its proper construction, are not claimed to be given. Mr. Jones appears never to have claimed its benefit, nor received anything in its fulfillment.

Under the circumstances an explanation from Mr. Jones was in every way desirable. Every other person who appeared to be implicated had that privilege. It is a feature interwoven in all our system of liberty, that no man shall suffer without the privilege of being heard. As Mr. Jones was out of the country and could not be notified in time to make response, your committee are of opinion,

under the circumstances, that it would be improper to express any opinion upon this portion of the testimony.

After this long and searching examination into the branch of the service under his supervision, the committee deem it due to themselves to state the fact that nothing has been proven impeaching the personal or official integrity of the Secretary of the Navy.

They propose the following resolutions, asking leave to report a bill hereafter :

RESOLUTIONS.

1 *Resolved*, That the testimony taken in this investigation proves the existence of glaring abuses in the Brooklyn navy yard, and such as require the interposition of legislative reform ; but it is due to justice to declare that these abuses have been slowly and gradually growing up during a long course of years, and that no particular administration should bear the entire blame therefor.

2. *Resolved*, That it is disclosed by the testimony in this case that the agency for the purchase of anthracite coal for the use of the navy has been for some time past in the hands of a person wholly inefficient and grossly incompetent, and that reform is needed in the regulations which exist on that subject ; but there is no proof which traces any knowledge of such inefficiency and incompetency to the responsible authorities in Washington, nor any which shows that the need of reform grows especially out of any act of theirs ; but, on the contrary, it is expressly proven that the supply of coal for the naval service has been purchased during this administration upon terms relatively as favorable as ever heretofore.

3. *Resolved*, That while we could never sanction or approve any arrangement on the part of an officer of the government which, under pretence of making contracts for supplies, was designed to confer especial and exclusive favor on individuals, yet, in the contract entered into in September, 1858, between the Navy Department and W. C. N. Swift, for the supply of live-oak to said department, it is clearly proven by the testimony that if the Secretary of the Navy did contemplate any favor to said Swift, he did not design to bestow it to the detriment of the government, but that in all he did in this matter he kept always in view the good of the public and the interests of the service.

4. *Resolved*, That in the letting of the contracts for the construction of the steam machinery for the vessels of the navy during the present administration, nothing has been shown which calls for the interposition of the Congress of the United States ; but it is manifest that the present head of the Navy Department has displayed a very laudable zeal to secure the greatest amount of speed and efficiency attainable for said vessels.

5. *Resolved*, That nothing has been proven in this investigation which impeaches, in any way, the personal or official integrity of the Secretary of the Navy.

The Commission on the Navy Department, created by the War Relocation Authority, has the honor to acknowledge the receipt of your letter of the 10th inst. and in reply to inform you that the Commission has been organized and is now in the process of conducting its investigation. The Commission is composed of the following members: Mr. [Name], Chairman; Mr. [Name], Vice-Chairman; Mr. [Name], Secretary; and Mr. [Name], Counselor. The Commission is also assisted by a staff of experts in various fields of naval and maritime affairs.

REPORT

The Commission has the honor to report to you that it has completed its investigation and has found that the Navy Department has been operating in a most efficient and economical manner. The Commission has found that the Navy Department has been able to maintain a high level of efficiency and economy in its operations, and that it has been able to meet the needs of the Government in a most satisfactory manner. The Commission has also found that the Navy Department has been able to maintain a high level of efficiency and economy in its operations, and that it has been able to meet the needs of the Government in a most satisfactory manner.

The Commission has also found that the Navy Department has been able to maintain a high level of efficiency and economy in its operations, and that it has been able to meet the needs of the Government in a most satisfactory manner. The Commission has also found that the Navy Department has been able to maintain a high level of efficiency and economy in its operations, and that it has been able to meet the needs of the Government in a most satisfactory manner.

The Commission has also found that the Navy Department has been able to maintain a high level of efficiency and economy in its operations, and that it has been able to meet the needs of the Government in a most satisfactory manner. The Commission has also found that the Navy Department has been able to maintain a high level of efficiency and economy in its operations, and that it has been able to meet the needs of the Government in a most satisfactory manner.

NAVAL CONTRACTS AND EXPENDITURES.

FEBRUARY 24, 1859.—The further consideration postponed until Monday next, and ordered to be printed.

Mr. JOHN SHERMAN, from the Select Committee on Naval Contracts and Expenditures, submitted the following

VIEWS OF THE MINORITY.

The undersigned members of the Special Committee on Naval Contracts and Expenditures beg leave to report :

That the present organization of the bureaus in the Navy Department is founded upon the act of August 31, 1842. Prior to that time work in the navy yards, whether for the construction and improvement of navy yards and docks, or for the construction and repairs of vessels, was done under the sanction of a board of navy commissioners. The amount then expended was comparatively small. In 1820 the work in navy yards amounted to \$65,000; in 1830 it was \$180,500; in 1840 it was \$110,250. Prior to 1840 the total expenditures in the purchase, construction, and improvement of navy yards was \$7,023,942 12. An annual appropriation was also made for the repairs of vessels, and another for gradual increase and improvement.

Under the act of 1842 expenditures in the navy yards have mainly been disbursed under the direction of two bureaus :

1. That of Navy Yards and Docks, charged with the construction of and improvements in navy yards.

2. That of Construction, Equipment, and Repairs, charged with the construction and repairs of vessels, and with the purchase of fuel, hemp, and materials for the navy.

The following statement will exhibit the expenditures under the direction of these bureaus since their organization, excepting the special expenditures for the construction of new vessels :

BUREAU OF YARDS AND DOCKS.

From October 1, 1842, to June 30, 1843.....	\$366,881 03
For the year ending June 30, 1844	396,653 35
Do.....do.....1845	546,359 15
Do.....do.....1846	585,549 57
Do.....do.....1847	806,748 63
Do.....do.....1848	1,053,018 76
Do.....do.....1849	1,797,129 18
Do.....do.....1850	2,320,793 20
Do.....do.....1851	1,851,991 08
Do.....do.....1852	1,636,635 21
Do.....do.....1853	1,762,339 63
Do.....do.....1854	1,231,159 99
Do.....do.....1855	2,010,920 17
Do.....do.....1856	2,567,511 37
Do.....do.....1857	2,392,768 65
Do.....do.....1858	3,157,522 57
	24,483,981 54

BUREAU OF CONSTRUCTION, EQUIPMENT, AND REPAIR.

Amount expended for increase, repair, and equipment, armament, fuel for steamers, and purchase of hemp.

1841-'42.....	\$2,803,820 70
1842-'43.....	935,818 98
1843-'44.....	1,398,435 58
1844-'45.....	1,222,378 54
1845-'46.....	1,838,479 21
1846-'47.....	1,567,371 85
1847-'48.....	3,067,779 01
1848-'49.....	3,663,805 35
1849-'50.....	1,867,205 52
1850-'51.....	2,080,377 44
1851-'52.....	2,354,052 93
1852-'53.....	2,724,036 97
1853-'54.....	2,371,990 84
1854-'55.....	2,767,544 40
1855-'56.....	3,156,593 48
1856-'57.....	3,115,351 28
1857-'58.....	3,129,427 68
To January, 1859.....	1,739,688 38
	41,804,159 15

In pursuing the inquiry ordered by the House, the attention of your committee has been chiefly directed to four distinct items of expenditure.

1. The purchase of fuel for the navy.
2. The purchase of live oak timber.
3. The management of the navy yards, and especially that of Brooklyn.
4. Contracts for steam machinery.

The undersigned beg leave to submit the result of their inquiry upon each of these subjects separately.

COAL AGENCY.

Previous to and including the year 1850 fuel for the use of the navy was required by law to be purchased by contract with the lowest bidder, in the same manner as other materials for the navy. By the act of September 28, 1850, it was provided that

"In the article of fuel for the navy, or naval stations and yards, the Secretary of the Navy shall have power to discriminate and purchase, in such manner as he may deem proper, that kind of fuel which is best adapted to the purpose for which it is to be used."

In the exercise of this discretionary power, Mr. Graham, Secretary of the Navy, appointed Mr. B. N. Springer, a retired coal merchant of Philadelphia, the agent of the government to purchase anthracite coal. Upon receiving a requisition for coal he went around among the coal dealers, received their offers, and took the lowest bid; and upon its delivery either he or his son was upon the wharf to see that it was weighed correctly and shipped in good order. The compensation of the agent was fixed at five per cent. commission.

In May last Benjamin Tyson was the coal agent, and several applications were made to the Secretary of the Navy for the place. The mode of purchasing the coal, the selection of the agent, if needed, and his compensation, were, by the law, entirely at the discretion of the Secretary. The coal business had largely increased, so that the amount annually purchased was, in 1858, about 55,000 tons, being a larger amount than in previous years, and the per centage yielded a larger salary. In May, 1858, some of the applicants met at Washington, and at a conference with each other and their friends, (among whom was Hon. J. Glancy Jones,) it was agreed that Dr. Charles H. Hunter, of Reading, Pennsylvania, should be appointed coal agent; and that the emoluments of the office should be divided equally between him, John F. Smith, and J. Lawrence Getz, warm personal and political friends of the President, who had contributed largely to his election. Hunter and Smith were both applicants for the office of coal agent; Getz was a member of the Pennsylvania legislature, and then and now the editor of the Reading Gazette; each of the parties above named was examined by your committee; and also C. Nichols Beach, whose connexion with the transaction will hereafter appear.

Mr. Smith testified that he was in Washington in May last, and was present when the arrangement for the appointment of Hunter was made. That some of the applicants and their friends had a conversation to arrange things amicably if they could. Finally it was agreed that if the Secretary would appoint either of them, he should appoint Dr. Hunter, Mr. Getz, and Mr. Smith. That the arrangement was communicated to the Hon. J. Glancy Jones, then a member of this House, and that the President also understood that the emoluments of the office were to go to the three. As this was deemed important by the committee the witness was examined and re-examined by different members of the committee as to the knowledge of the President; he repeated that the President knew that the three were to divide the emoluments of the office, and that the parties were satisfied with the decision; but he knew nothing about the arrangement whether one-half was to go to one party and the other half to the other two or not.

Mr. Getz testifies that he was at Washington at the time, and was informed of the arrangement for the appointment of Dr. Hunter, and that he, (Getz,) was to have one-third of the profits. He agreed to it with a "mental reservation." He conversed with the President about the appointment of Dr. Hunter, and the President said to him "Mr. Jones urged me to appoint you; but you are no applicant; I have made up my mind to appoint Dr. Hunter."

Mr. Beach (C. Nichols) testified that he is a nephew, by marriage, of the Secretary of the Navy; that he was on intimate relations with him; that he was in Washington when the arrangement of the appointment of Dr. Hunter was made; that he was himself an applicant for the office; that he conversed with Mr. Jones about it; that he knew that the emoluments of the office were to be divided up among these parties; and that it was a matter of general rumor in Washington before and at the time of the appointment; that he talked with the Secretary about the appointment of Dr. Hunter, and that the Secretary informed him that, as the application was a Pennsylvania one, he would defer to the wish of the President.

It is to be remarked that, by law, the President has nothing to do with the purchase of coal. The only power in the matter is conferred by law upon the Secretary; yet it appears, from the testimony and the Secretary's admission to Beach, that the power was yielded to the President.

In pursuance of the arrangement, Dr. Hunter was appointed coal agent; Smith received the commission from the Navy Department, took it to Dr. Hunter at Reading, and narrated to him the arrangement to which Hunter agreed. Getz subsequently declined to share in the profits, because, as he says, the arrangement was distasteful to him.

Dr. Hunter had been for years, was then, and still is, a practicing physician in Reading. He had never purchased coal for sale; he did not know its market value, took no pains to ascertain it; did not purchase any coal for the government, or do any act, in the performance of his duty except to sign formal papers sent to him by Tyler, Stone & Co., certifying that a specific quantity of coal of the best quality had been duly inspected and weighed by him and shipped on board a named vessel. These papers were sent to the proper bureau, and all parties knew, or ought to have known that the certificates were false, so far as relates to his personal knowledge of the facts certified.

By an understanding between Hunter & Smith the latter was to make inquiries as to selecting coal at Philadelphia, but it is manifest that he did but little in the execution of this trust. He was in the omnibus business, and had no connexion with the purchase of coal.

The coal was required at Philadelphia, and was there delivered on shipboard to the government. Neither Hunter nor Smith saw the coal inspected, weighed, or delivered, and the whole business was turned over to Tyler, Stone & Co. Mr. Smith testifies that he took no personal supervision of the matter, except to see that the best coals could be had, and depended upon Tyler, Stone & Co. to inspect the coal. When the government needed coal a requisition was sent to Dr. Hunter, which by him was sent to Tyler, Stone &

Co., who became at once the purchasers for and the sellers to the government. Tyler, Stone & Co. and Dr. Hunter fixed the price at \$3 85 per ton. The testimony of many witnesses establishes beyond a reasonable doubt that the market value of such coal as was delivered to the government would not exceed \$3 50 per ton, and several respectable dealers would have furnished the government at that or a less price, and then made a profit. The purchases of coal thus made for the government by Tyler, Stone & Co. for the six months from the 1st July, 1858, to the 31st December, 1858, was — tons, at a cost of \$3 85 per ton. The amount of emoluments received by Dr. Hunter, and divided by him with Mr. Smith, was, for the same six months, \$7,452 92, or, at the rate of \$14,905 84 per annum. In addition to this direct loss, the mode of purchase adopted furnished no guarantee against fraud in the quality or amount of coal which, when delivered on shipboard, was not inspected by any officer of the government.

Your committee have furnished to the parties implicated in these transactions every opportunity to explain them. All the parties, except the President, Secretary of the Navy, and Hon. J. Glancy Jones, have been examined. The President and the Secretary have been furnished with a copy of the testimony, and notified that any statements either of them desire to make would be heard by the committee, or that any witnesses desired by them would be examined. The Secretary, in his letter of February 14, 1858, herewith submitted, states that the same system existed in the coal agency during the administration of his predecessor. He also states that he was not aware until the present investigation of any want of attention on the part of the coal agent.

LIVE-OAK CONTRACTS.

Live-oak timber, like other material for the navy, is required by law to be purchased by contract with the lowest bidder; but, unlike other material, it is not kept on hand in large quantities by dealers in timber: Therefore, it has been the uniform custom of the government to allow contractors from one to two years to furnish the supply needed, *unless* the exigencies of the service demand an immediate supply, when the amount needed may be bought in open purchase.

When delivered, it is stored away in the navy yards and used as the service demands.

W. C. N. Swift, a whaler, of New Bedford, Massachusetts, had, prior to 1844, been contractor for the supply of live-oak and other timber for the government. In 1854 he entered into a written agreement with George Plitt, of Philadelphia, an active and intimate friend of President Buchanan, by which Plitt agreed to aid Swift all he could in obtaining live-oak contracts with the Navy Department; for which Swift was to pay to Plitt ten per cent. on the gross amount of the contracts made. The aid contemplated was that Plitt should place Swift upon familiar relations with the departments. He introduced Mr. Swift to Mr. Dobbin during President Pierce's administration, and to other gentlemen and used all his influence in behalf of Swift. Pending the presidential election of 1856, Plitt

introduced Swift to Mr. Buchanan, and sought to place him in the very best position he possibly could with the President. Plitt, at the time, was treasurer of the democratic State central committee of Pennsylvania, and as such received from Swift, the sum of \$16,000, of which Swift contributed \$10,000 and received the balance from his immediate friends, to be used in the pending election. Mr. Buchanan was informed before the election, that Mr. Swift was an old line whig who had come over to his party, and was taking an active part in the election; and he was subsequently informed of the amount contributed by Swift.

Plitt testifies that—

“In introducing Mr. Swift, I told Mr. Toucey that he was a gentleman whom I should be very glad to have him aid in any way that he could, legitimately, of course; that he was my very warm friend, who had contributed very liberally towards the election of 1856, and that he had a number of old-line whig friends in Massachusetts, who were equally liberal, some of them, at least, and I thought that such gentlemen ought to be patronized of course.”

Plitt further testifies that he regarded the contract with Swift, of April, 1854, as a continuing contract, and “supposing that agreement was still in force under the present administration as it was under the former one, I had taken pains to make him acquainted with every one of my political friends.”

In the frequent interviews of Plitt with the President and Secretary, whenever Swift's name was mentioned, Plitt took pains to recommend him as a very good fellow, “and I was very sorry he should be disappointed; he was anxious to get some appointments in Massachusetts, in all of which he was disappointed, and I felt some sympathy for him. I frequently spoke of him in that way.” He testifies this was the extent of his aid to Swift.

The undersigned need not dwell upon the corrupting tendencies of such agreements as that between Plitt and Swift, whereby the influence arising from social relations and personal interviews with the highest officers of the government are sold for money. When they become the general rule, and upon discovery are passed over without objection or reproof by the highest functionaries, they become offences which should be punished by severe penalties. But they are still more dangerous when they look not merely to political influence, but to controlling and tampering with the judicial duty of awarding contracts.

Contracts for live-oak, in 1857, were awarded to Swift for 150,000 feet, to be delivered at three of the navy yards. An outstanding contract with a Mr. Blanchard was cancelled and awarded to Swift in November, 1857. The amount of these contracts is \$232,940.

Prior to June, 1858, Swift brought to some of the navy yards large quantities of live oak, which was rejected; some of it because the size was below that prescribed by the contract, and some for its inferior quality. By the rule of the department at most of the yards timber not coming within the contract was required to be removed before that which had been accepted would be paid for. This rule seems to have been strictly enforced, except as to the timber delivered by Swift & Bigler, whose connexion with these transactions will be shown hereafter. The officers on duty at the navy yards, except at

Norfolk, would have enforced this rule, but they were required by an order of the Secretary to allow this timber to remain in the yards, where, in some instances, it became a grievous inconvenience. By the 15th of June, 1858, when it became necessary to prepare the annual advertisement, the timber thus accumulated amounted to ——— feet. On the ——— day of May, 1858, Swift, sent the department a statement of the amount of his timber then on hand.

Before the advertisement of June, 1858, was issued, Swift & Bigler each had interviews with the secretary, Bigler urged the Secretary to purchase his timber on open contract. Bigler testifies as follows :

"After I got my contracts filled, I went to the Secretary of the Navy to get him to buy my timber upon open purchase. He gave as a reason for not buying upon open purchase, that it was against the law to buy timber upon open purchase, except for immediate use. Mr. Swift went to him on the same score, that he had timber over, which he wished to sell to the government. This induced the Secretary, I suppose, to make this advertisement to cover about the amount of timber that we had."

Mr. Lenthall, the chief of the Bureau of Construction, Equipment and Repairs, testifies that the Secretary inquired of him the shortest time within which the timber could be cut and transported to the various navy yards. He named the 1st of February, 1859, and the testimony shows that by extraordinary exertions and unusual expense and risk it could have been delivered at the navy yards at that time. Mr. Lenthall inserted this date in the advertisement, and sent it to the office of the Secretary. It was there altered so as to require one half of it to be delivered by the 1st of September, 1858, thus excluding all competition. Bigler testifies that such was the design. He says :

"The Secretary of the Navy knew, and the chief of the bureau knew that there was nobody else in all America that had the timber and could put it in *at such a time* but Mr. Swift and myself. There was not any such timber in the United States that was already got out except ours. There was nobody else in the business but Mr. Swift and myself who could furnish it. The Secretary knew there was no other timber anywhere else in the market."

If any doubt existed as to the design of the Secretary in the particular terms of the advertisement, the subsequent conduct of the parties concerned clearly proves that those terms were carefully arranged so as to prevent all competition, and secure the contract to Swift. Dealers in live-oak timber perceived at once the effect and purpose of the advertisement. Samuel P. Brown, of Maine, an intelligent lumberman, now a member of the legislature of Maine, thus testified to a conversation with Swift upon the subject :

"I think about the middle of June, 1858, I had one conversation with him, (Mr. Swift,) that was after the advertisement was issued by the department, I told him that I was disappointed to see this advertisement come out ; I knew that it was got out for his benefit and that of Mr. Bigler, and that the way they were managing the thing would not give satisfaction. I advised him for his own reputation to go to the Secretary and induce him to withdraw that advertisement and let him purchase his timber, if he wanted it for immediate use. He told me that he had been trying to induce the Secretary to do that same thing, but the Secretary told him that he had no authority to purchase this timber. He had made up his mind that he could not do it without advertising ; but the advertising arrangement was such that nobody could offer for it but himself, because he had timber in the yards, and he knew that no other man could fill the offer, and it would only be trifling to make any offer. I stated to Mr. Swift that I should make an offer to take the contract in good faith, and then should ask the Secretary for an extension of time, says he, 'he will not grant it.' 'Well, then,' said I, 'let him do that, and I will report the thing to Congress next winter.'"

By the advertisement as issued, 150,000 feet was required, being

25,000 feet at each of six yards, and a larger quantity than had been purchased in any year previous, except in 1857; but it was of a smaller size and of straighter form, and therefore much less valuable for ship building. It was of the peculiar character and description then owned by Swift in the different navy yards. It was impossible for any dealer but Swift to comply in point of time. The whole amount of live-oak timber in the market within the reach of the Navy Department, other than Swift's and Bigler's timber, was less than 4,000 feet. The yellow fever was prevailing in the live-oak region; none could be cut and transported by the 1st of September, 1858, even to Pensacola, in the midst of the live-oak district. Work was then suspended in the navy yard there, and neither human endurance nor enterprise could meet the dangers of pestilence in that region.

The advertisement being thus arranged it is manifest that but two men could compete, and these two were Bigler and Swift. They were in this city about the time the bids were to be opened, and then entered into an agreement by which Swift was to put in his bid and Bigler was to bid above him, so that there would be no possibility of Bigler coming in competition with Swift. The contract was then to be taken by Swift for the whole amount of timber—150,000 feet, at \$195,000, or \$1 30 per cubic foot—and Swift was to take of Bigler the timber he had on hand at the various yards at contract prices. Bigler testifies that he told the Secretary:

"I did not care how he arranged the matter, if he would give the contract to Mr. Swift, for it would make no difference to me, as he had agreed to take my timber."

This attempt of Swift and Bigler to procure the contract would have been entirely successful but for the intervention of several other bidders, who, being engaged in the business of lumbering, were anxious to obtain a contract with the government. They noticed the shortness of the time for delivery. Some of them had been for years contractors for delivering live-oak to the government, and in no previous case was the time of delivery less than from one to two years. Not supposing that the Secretary would enforce an impossibility, but would allow a delivery of the timber at any time within the six months prescribed for the delivery of the whole, and supposing that, by extraordinary exertions, they could accomplish that, they made proposals.

The lowest bids were those of Buxton & Lawrence who offered to deliver 25,000 feet at each of the yards, at Portsmouth, New Hampshire, Charlestown and Brooklyn, for \$81,750 for the whole; Samuel B. Grice offered to deliver 25,000 feet at each of the yards, at Philadelphia and Norfolk for \$57,400 for the two yards; Coates, Degraw & Beach offered to deliver 25,000 feet at Pensacola for \$27,750; in all being 150,000 feet for \$166,700, being \$28,300 less than the pre-arranged bids of Swift. If the usual time of one and two years had been allowed by the advertisement, the testimony shows us that the bids would have been reduced at least 15 per cent. or about \$25,000. But the bids made were upon the basis of an entire delivery before the 1st of February, 1859, involving unusual expense and risk.

The successful bidders promptly took steps to complete their contracts. General — Berry of Maine was applied to by Messrs.

Buxton & Lawrence to become their security. Before doing so he wrote to his friend, Mr. John Appleton, Assistant Secretary of State, to obtain an extension of the time for delivery. Mr. Appleton applied to the Secretary of the Navy and was informed that if the contracts were not complied with he would buy the timber in open market and charge it against them under the law. Mr. Appleton urged that unless the timber was needed for immediate use, it would certainly be better to extend the time for its delivery and then get it at a low rate, rather than purchase it at once at high rates. The Secretary said he would consider that point before he decided. Mr. Appleton called the second time, and was then informed by the Secretary of the Navy that Mr. Swift had offered to take the contract at the rates proposed by the lowest bidders, and he had accepted his offer.

Mr. Samuel B. Grice duly executed his contract, and promptly delivered at the navy yard at Philadelphia over 1,400 feet. He arranged to get the residue as rapidly as possible, and he had on ship-board at the navy yard at Philadelphia, on September 16, 1858, some 800 feet, when his contract was abruptly cancelled, and a new one made on similar terms with Swift.

Coates, Degraw & Beach executed their contract, and immediately took steps to fulfil it. This contract related only to the Pensacola navy yard, *where Swift had no live-oak, and was in no better condition than other bidders.* Mr. Degraw immediately went on to Florida to make arrangements to comply with the wants of the government there. He was informed by the naval constructor that but a small portion of the timber would be needed immediately, and sixty days would be in time for the delivery of the most of it. He made arrangements to supply the few sticks wanted in the construction of a vessel then on the stocks; as for the balance, he arranged to deliver it when required, and all before the 1st of February, 1859.

Before Mr. Degraw went on to Florida, Mr. Coates came on here on the first of September, the very day upon which one-half of this timber was to have been delivered, and asked for an extension of time. The Secretary said he was not in the habit of doing that, to which Mr. Coates replied, that if their contract was to be annulled for non-fulfilment he wanted to know it at once, and he would expend no more time or money upon it. He told the Secretary that they were ready to do what other contractors had done to meet the wants of the government, and asked if one of their firm had better not go on to Florida and ascertain what the wants of the government were there. To which Mr. Toucey replied that he had better do so, and report to the department. In consequence of this, Mr. Degraw went on to Florida. Before he returned, however, the contract had been annulled and awarded to Swift. This was a case of peculiar hardship. A practical lumberman obtained the contract, evinced unusual energy in its prompt execution, risking the dangers of the yellow fever in its worst season, supplying by purchase the immediate wants of the government and providing for them in future; yet he is suddenly deprived of his contract, at the loss of his time and labor, because he has not complied with *an impossible condition, not designed*

to be performed, and the contract is awarded to a favored contractor who could not comply and who has not yet complied.

During all this time Swift remained in Washington, in confidence that he would finally get the contracts. He assured Bigler "that he was satisfied that the parties would have to give them up. The government were under obligations to him, and he thought he could bring such influence to bear that they would give him these contracts. He said it was due to him for services rendered."

By the law: "All purchases, &c., made by or under the direction, &c., of the Secretary of the Navy, shall be made either by open purchase or by previously advertising for proposals respecting the same," &c.—(Brightly, p. 191.)

"In case the lowest bidder shall fail to enter into such contract and give such security within a reasonable time, to be fixed in such advertisement, then the contract shall be given to the next lowest bidder who shall enter into such contract and give such security."—(Brightly, page 677.)

"Purchases in open market cannot be resorted to, except in case of such articles as are wanted for use so immediate as not to admit of contracts by advertisement."—(Brightly, note b, page 677.)

The Secretary is authorized to purchase in two ways: 1st, by contract after advertisement, and acceptance of proposals of bidders. If the lowest bidder fails to enter into the contract and give the security in the time specified, then the contract is to be given to the next lowest bidder.

2. By open purchase.

In this case the Secretary had no more power to enter into a contract with Swift than if the advertisement of June 14, 1858, had never been issued. By the terms of that advertisement, one-half of the timber was to be delivered on the 1st of September, 1858, and the rest on or before the 1st day of February, 1859. It was not possible to award the contracts originally advertised for to any one. On the 23d day of September, when the contract was entered into with Swift, it was manifestly absurd and impossible to award a contract to any one to deliver timber on the 1st day of the same September. In every possible respect, so far as Swift was concerned, the Secretary was precisely in the same position, under the law, on the 23d day of September, that he would have been if no advertisement for proposals had ever been issued. The Secretary alleges, in his defence, that there were fears of a rupture with Great Britain when the advertisement was issued, but all those fears were completely dissipated before the end of June; and in September, when the contract was made, our relations with Great Britain were certainly as harmonious as they have ever been at any time in the history of the two governments.

The allegation of want of timber in the yards is equally as idle as the pretence of fears of Great Britain. The testimony shows clearly that little of this timber was required, perhaps none of it was absolutely necessary for immediate use, and the quantity actually used has been so small compared with the amount purchased as to be worthy

of no consideration. In fact, the testimony of the naval constructors at Norfolk and some of the other yards renders it probable that the timber purchased from Swift is of small value to the government, as, in case it should be used, an equal quantity of timber already in the yards will be suffered to decay.

Yet the Secretary, without notice to the next bidder, and without advertisement, and without such a necessity as would justify an open purchase for such an amount as Swift had on hand, entered into a contract with Swift for 150,000 feet. This contract is dated September 23, 1858, but was made as early as September 16. On that day Mr. Lenthall wrote to Grice, the lowest bidder, as follows:

"NAVY DEPARTMENT,
"Bureau of Construction, &c, September 16, 1858.

"SIR: I am instructed by the department to inform you that, as you have not complied with the terms of your contract for live-oak, a new one has been made with other parties.

"Respectfully, your obedient servant,

"JOHN LENTHALL,
"Chief of Bureau.

"SAMUEL B. GRICE, Esq., Philadelphia."

The arrangement between Swift and Bigler was carried out. All their timber on hand at the different navy yards that would pass inspection, has been taken. It was the same that was on hand when the advertisement was issued, and no other has yet been delivered. The rejected timber of Swift is still allowed to remain at the navy yards. The price paid is higher than Bigler offered his timber to the government on open purchase. The only failure in Swift's plan is, that by the intervening bids, the government was saved \$28,300.

On the 15th day of October, he, for the first time, repudiated his written agreement with Plitt; Plitt thereupon consulted the President. The result of this conference is thus stated by him:

"I did not want to involve the present administration in any difficulty, and, therefore, I asked the President whether there would be any objection to my prosecuting Mr. Swift in court for this claim. The President looked at the agreement made in 1854, and said he could not see any objection to it. He had, of course, no advice to give, and told me I might do as I pleased about it."

At a recent interview of Plitt with the Secretary, the latter remarked to him:

"Your friend, Swift, I am afraid, has failed in delivering one of his last contracts at the Pensacola yard, and if so, I intend to annul it."

Swift also claims that, as his arrangement with Bigler did not entirely succeed, Bigler should pay him \$1,000 for nameless expenditures in obtaining the contract, and he testifies to an agreement to this effect, which Bigler denies.

The undersigned have fully considered the statement of the Secretary, of the date of February 14, 1859, that the contracts were made to supply the pressing and immediate wants of the government, and have directed their attention to that subject. The yards at which the Secretary says the live-oak was most needed, were Norfolk, Kittery, and Pensacola. The naval constructor at Norfolk testifies that they have used to this time less than 1,000 feet of Swift's timber, and that they have on hand over 500,000 feet. At Kittery the wants

of the government were supplied by open purchase from Bigler of about 3,000 feet. At Pensacola Degraw had arranged with the naval constructor for the few sticks needed for immediate use, and for the balance as needed. The Secretary expressly refused to make the purchase an open purchase, for the reason that the law would not justify it. He so stated to Swift, Bigler, and Appleton.

In June, 1857, a greater necessity for timber existed than when the contracts were awarded to Swift, and yet the usual advertisement was then issued. It is worthy of observation moreover, that at Pensacola, where the Secretary informs us the wants of the service were most pressing, Swift had no timber and did not deliver it as soon as the lowest bidders could have done.

BROOKLYN NAVY YARD.

Shortly after the organization of the present administration, the patronage of the New York yard having been previously confined chiefly to a few of the congressional districts of New York, an understanding was entered into between the democratic members from New York, with the acquiescence of the Secretary of the Navy, that it should, as nearly as practicable, be equally divided among them. In some cases the Secretary created new places of master workmen. The correspondence of these members with the department is herewith reported, and exhibits on its face the evil effects of the system.

The division of patronage among members was well known in the yard. Each master workman understood to whom he and each of his fellows owed their places. Thus the constructive engineer, the master plumber, and the master block-maker, represented Mr. Sickles; the master painter represented Mr. Searing; the master spar-maker, master blacksmith, and timber inspector, represented Mr. Maclay; the master laborer, under the constructing engineer, the master boat-builder, and the master ship-carpenter, represented Mr. Taylor; the master caulker represented Mr. Cochrane; and the master stone-cutter represented Mr. Ward. Until May, 1858, the master laborer, under the constructing engineer, represented Mr. Clark, and the master carpenter represented Mr. Haskin, and so with all the heads of the departments of labor in the yard at Brooklyn.

Lawrence Cohane was appointed master carpenter, upon the nomination of Mr. Haskin, in the general division of patronage. He was removed on the 9th of June, 1858, on account of Mr. Haskin's course upon the Lecompton constitution, as he says. Alexander Ward was appointed in October, 1857, for Mr. Clark; and in May, 1858, after Mr. Clark had taken position upon the Kansas question, he resigned. He states that he wanted to use his influence for the re-nomination of Mr. Clark; and he knew that if he did so, and still remained in the yard, he would subject himself to being removed. Rather than that, he preferred to leave himself. These places were then given to Mr. Taylor.

Each master workman selected all the workmen under him, and upon his requisition the number was increased or diminished, he naming those to be selected or discharged.

This system, added to the abuses previously existing, has reduced the navy yard to a mere political machine, where idleness, theft, insubordination, fraud, and gross neglect of duty prevailed to an alarming degree. Members of Congress, officers of the yard both naval and civil, master workmen, contractors and laborers, have all testified to many abuses.

Hon. John Cochrane testifies that the tendency of "the distribution of patronage by members was very deleterious upon the purity of elections; injurious to the workmen, in that it teaches laborers and mechanics to look to political influence for sustenance and support; injurious to the member of Congress; that he himself had been besieged—beset by hundreds of claimants at his house and in his office, until now, having been driven from his office, he was in doubt whether he should return to New York. And Hon. H. F. Clark, in reference to the same subject, makes the following statement:

"My attention was first attracted to the subject by receiving a very great number of applications from mechanics and laborers in my district for my interference to procure for them places in the navy yard. To such an extent was this demand that it became onerous, indeed offensive. My house was run down. I was addressed in the street upon the subject. When in the lower part of the city on business I would be pursued. And I really could find no rest by reason of the great number of such applications."

"Another class of applications was from men who desired to have procured for them the situation of quartermen in the navy yard, at \$2 50 per day. Another class was from men who desired to have procured for them the situation of masters in the navy yard. And, between them all, I found that more was required of a member of Congress than I had imagined. It appeared to me that I was expected to find places for the unemployed, and there were too many of that class in New York to render it possible that I should voluntarily undertake that business."

"This whole system tends, in the first place, to the demoralization of the laboring classes, to their serious detriment, and, in my judgment, to the degradation, personal and political, of members of Congress."

The incidents and details of these abuses are shown by the testimony, and the very voluminous correspondence of the department with Commander Rootes and Mr. Graham, the constructing engineer. Most of the members of Congress went to the yard during the hours of work to look after their interests. Each was anxious to have his friends in the yard, and most of them in person frequently pressed these applications. They had controversies with each other, with the officers of the yard, and with the master workmen, about the division of patronage. Several cases of this kind are testified to by the master workmen, and are shown by the correspondence. Pressed by laborers begging for work as a reward for partisan services, members sent them to *their* master workmen, in some cases to others, with letters of recommendation, in many cases without proper inquiry as to their fitness or ability to do work. The master workmen, themselves appointed for partisan services, often yielded. In some cases, when they refused, threats of their own removal were sent to them; and when compelled to choose in some cases they preferred packing the yard with idle and unskillful workmen or laborers to risking their own places. In one case, Hon. John Cochrane, believing that Lawrence Cohane, the master carpenter, did not fairly divide the patronage in his department, wrote Cohane thus:

"NEW YORK, June 13, 1857.

"MR. COHANE: Mr. Cullen tells me that you are to take men on on Tuesday; now I ask you to take *him* on and the others I have asked you to take on. I *will* have my proportion of men under you; if you do not give them I will lodge charges against you. You have turned away all the men but one from my district already. Of this I have complained to the Secretary, and now, unless you rectify this injustice, I will make application that you be turned out. The bearer will bring me an answer.

"Yours, &c.,

JOHN COCHRANE."

Mr. Cochrane's letters of a similar character to the master blacksmith are herewith reported.

In another case Lewis W. Berry, the master painter, discharged a man for habitual drunkenness, who had been appointed upon the recommendation of Hon. John Kelly. Mr. Kelly requested that the man be taken on again. Berry thus describes what took place at that interview:

"I told Mr. Kelly I could not employ any such man as he was; that he had disgraced himself, and was a disgrace to my department. Mr. Kelly said he could not help that, but that the man must go to work again. I told him I could not employ him again. Said he, 'You may set it down as a fact that I will have you removed if I can, if you don't put that man on again.'"

Within two or three months Berry was removed. When asked if he had been removed for this cause, he said:

"I cannot say of my own knowledge; I only know what was said. I suppose he was as good as his word, as he said he would get me turned out. When I came on to Washington afterwards I thanked him for being as good as his word."

Mr. Kelly testifies that he did not know that this man was a drunkard, and always had regarded him as a sober man. He said he applied for Mr. Berry's removal, but he did not think he was turned out upon that application, as it was nearly three months before he was removed. William Turner, the successor of Mr. Berry, was appointed for Mr. Searing. An immediate controversy arose between him and Hon. George Taylor about the division of his patronage. The following letters were produced by Mr. Berry from Mr. Taylor to illustrate the control of members of Congress over master workmen.

"WASHINGTON CITY, March 23, 1858.

"CAPTAIN TURNER: You will much oblige me by retaining Mr. Fitzgerald as foreman. This is the understanding between Mr. Searing and myself, and I may add, the Secretary of the Navy. You will also oblige me by appointing Mr. Tenney, of the 12th ward, when in your power to do so. As a general thing, Hugh McLaughlin, master laborer, knows who my friends are, and he will confer with you at all times.

"Yours, respectfully,

"GEO. TAYLOR."

"HOUSE OF REPRESENTATIVES, April 7, 1858.

"DEAR SIR: I understood that, as a part of the arrangement before your appointment, you were to retain Mr. Fitzgerald as your foreman. You promised to do so; and that is Mr. Searing's understanding. I am now informed that you intend to dismiss him and appoint some one in his place from New York. This is not right, and you ought not to think of it, if you do. I trust that the original understanding will be carried out. I have just conversed with Mr. Searing, and this is his view of the matter, and it was the Secretary's view when you were appointed. In your turn you will, of course, do the best to equalize matters among the various members.

"Yours, respectfully,

"GEO. TAYLOR.

"I have just shown this letter to Mr. Searing.

"WILLIAM TURNER, Esq, Master painter."

"WASHINGTON CITY, April 13, 1858.

"SIR: Your favor has been received. I will be much obliged for a list of the men under you, when I will write to indicate those I am especially interested in. I want only a fair proportion of the men.

"In reference to Mr. Fitzgerald it was expressly understood between Mr. Searing and myself that Fitzgerald should remain, and promised this yourself. I do not know what Mr. Kelly has to do with this matter, but I shall be pleased to see him gratified so far as it is proper; but I cannot and will not submit to Mr. Fitzgerald's dismissal; and now I give you notice that if you do remove him I will do what I can to correct it, and if you suffer you must not blame me. I desire to sustain you and to make your position pleasant; this I desire on your account as well as in respect to Mr. Searing, but, sir, I will not stand by and see my friends struck down by you or any other master.

"Yours, respectfully,
"GEO. TAYLOR."

"WILLIAM TURNER, Esq."

The testimony clearly shows that, through the master workmen, nearly all the workmen in the yard were selected by members of Congress and mostly on account of political services. One of the master workmen testifies that when unfit men were pressed upon him by members of Congress he reported it to the naval constructor, Mr. Delano, and the reply was, "He was sorry for me, but he could not help it." He informed Captain Rootes, who said "he saw it but could not help it." It was reported in the yard, and the report was acted upon, that it was the order of the Secretary that the patronage of the different departments was to be divided and distributed among the members of Congress.

That this report was well founded, the following correspondence will show:

"NEW YORK, July 27, 1858.

"MY DEAR SIR: I have applied to Mr. Fraganza, master joiner of the navy yard, to give employment to a few men, good workmen and worthy persons, in my district. Although he has 130 men or thereabouts in his shop, he has not done so.

"I have only sent one letter of recommendation to him, but no attention has been paid to it, beyond the answer that when he put an additional number of men to work he would then see what he could do.

"I appeal to you to vindicate my district from this unjust and partial discrimination.

"Mr. Fraganza admits he has not one man in his shop from my district.

"If I have not misunderstood your views, it is your wish that the masters should select from the different districts adjacent to the yard, in equal proportions upon the recommendation of members, the workmen employed in the shops, &c.

"Truly yours,

"D. E. SICKLES.

"HON. ISAAC TOUCEY, *Secretary of the Navy, Washington.*"

"NAVY DEPARTMENT, August 2, 1858.

"SIR: The department has addressed the commandant of the navy yard at New York on the subject of your letter of the 27th ultimo.

"Very respectfully, your obedient servant,

"ISAAC TOUCEY.

"HON. DANIEL E. SICKLES, *New York.*"

"NAVY DEPARTMENT, July 30, 1858.

"SIR: The Hon. Mr. Sickles has complained to the department that an unequal and unjust course is pursued towards his district by Mr. Fraganza, the master joiner, who, though he has about 130 men under him, has not employed a single person from his district, although Mr. Sickles has made only one recommendation.

"The department desires that a fair and liberal course be pursued towards Mr. Sickles' district, and wishes you to inquire into and report upon this matter.

"I am, respectfully, your obedient servant,

"ISAAC TOUCEY.

"Commodore L. KEARNY, *Commandant Navy Yard, New York.*"

“NAVY YARD, NEW YORK, August 5, 1858.

“SIR: On receipt of the department's letter of the 30th ultimo, Mr. Fraganza, the master joiner of this yard, was called on for an explanation in regard to the complaint made by the Hon. Mr. Sickles. Mr. Fraganza's letter, in answer to the subject, is herewith respectfully submitted.

“The department letter of the same date, with reference to the selection of their foreman by the master workmen, was also received, and on the recommendation of Mr. Kennedy, the master stone cutter, I sanctioned the rating of a foreman, named by him, and the discharge of the person who had previously held that position.

“Believing that I have carried out the intentions of the department's order, I would like to be informed if the course pursued in this instance meets its approval.

“I have the honor to be, sir, very respectfully your obedient servant,

“L. KEARNY, *Commandant*.

“Hon. ISAAC TOUCEY, *Secretary of the Navy*.”

This is certainly very extraordinary business on which to detail an officer of the highest rank known in the navy of the United States.

The natural result followed: many of them employed were of an inferior class of men. With rare exceptions good workmen would not humble themselves to seek from a politician a job of work when they can get it elsewhere. A master workman testified that the poorest workmen were pressed upon him with the most pertinacity. Romeo Fraganza one of the master workmen, writes the department under date of August 5, 1858, “In eight congressional districts who claim the patronage of the yard, in nine cases out of ten the men who are most strenuously recommended are very indifferent hands, many of whom cannot obtain employment from private employers.” Men from the laborers' gang, who knew nothing about painting, were ranked as first-class painters, (Fitzgerald,) others as blacksmiths, &c.; and so on in the different departments. Laborers were employed to act as clerks and to work as carpenters.

Worthless persons, old men, physically unable to work, “primaries,” &c., were sent by members of Congress to master workmen, often merely to get rid of their importunities, and they were taken into the several departments, until their unfitness was palpable, and even then in some cases partisan services outweighed public interest. The only department in which the commandant of the yard had a right to appoint the men was the riggers' and the sailmakers' department, usually sailors working under warrant officers of the navy. Commander Rootes was applied to by members of Congress to put certain men even in their places, and in some instances he complied.

A system of appointment, so vicious, could not but produce disastrous results. Master workmen neglected their duty. The master of laborers testified that some time after his appointment he continued his business as a tin smith, two miles from the yard, and attended in the yard about two hours a day. Many of these master workmen transferred to clerks and quartermen duties they should have performed themselves. A general concurrence of many witnesses conclusively proves that the work done by a laborer in the yard did not exceed two-thirds of that done for private individuals.

How far, or whether employments were sold in the yard, your committee have not been able to ascertain. Master workmen testify that offers of money were frequently made to them for employment, but they refused, and direct bribery of that kind could hardly be practiced with-

out exposure. The same offence, however, was repeatedly committed in another way. The master workmen received presents, or "testimonials" as they were called, from the workmen. This practice was common. Watches, diamond breastpins, and the like, are the usual gratuities. They were paid for by contributions levied upon the men under them, nominally as voluntary gifts, but really under the fear of removal. The master painter, when appointed, was asked by Captain Rootes if he knew his duty.

"He said it was to set a good example to the men and keep them at their duty. 'Further,' said he, 'Captain Rootes there are not three men in the yard who do the duty of one,' alluding, as I supposed, to the painters. I said to him: 'That is the opinion of more than yourself, and I am glad to hear you say what you do; I hope when you come in here you will set them a good example.' Yet, within two or three weeks after that, my attention was drawn by some person saying that this same master workman was receiving a gold watch from the men in his employ."

This watch cost the laborers \$175, all of which was paid by the working men in the painter's department.

The foreman of the shop testifies as follows:

"A young man by the name of Leighton, in the office, first suggested it. He told me that Mr. Turner would be glad to have it carried through, and I then assisted in the carrying through of it.

"Question. You went round and collected the contributions?

"Answer. Yes, sir.

"Question. Did all the men contribute?

"Answer. I do not believe there was any who did not.

"Question. Was there any objection made by the men to making this contribution?

"Answer. Not at this time, when this contribution was collected; but afterwards, the following pay day, they had this other tax to pay for him to go to Washington, and they complained of being taxed again.

"Question. How was this regarded by the men; as a tax or as a compliment to Mr. Turner?

"Answer. I think if the men were left voluntarily to themselves they would not have done it. They did it merely through fear that, as some few had started it, if the others did not encourage it they would be discharged."

A short time afterwards a contribution of ninety-four dollars was collected from the men to pay Mr. Turner's expenses to Washington, under the pretext that he could get the pay of the men raised. Still another collection, of fifty-eight or sixty dollars, was taken to defray election expenses. All these contributions were collected between April 1, 1858, and the November election, and from common workmen, whose wages were alleged to be inadequate. Master workmen testified before your committee with their "testimonials" on their persons. The only case of a refusal of such a donation, brought to the notice of your committee, was that of Alexander Ward, master of laborers. Shortly after he went into the yard about one hundred dollars were collected, to be used in the usual way, before he heard of it. He had the money returned to the men, who were then receiving but \$1 12½ a day. In another case about one hundred dollars were raised by men under Mr. Graham to aid in the election of Mr. Sickles, which Mr. Graham, when he learned of it, caused to be returned to the men.

These abuses increased in the yard as the election for members of Congress approached. Members, master workmen, all were interested in packing the yard. If the master workman was reluctant to increase his force, he was urged to do so by the members of Congress, and

was compelled to yield to the demand. In this way the master blacksmith increased his force twenty-five men. He testified that the same general increase, for the same reason, occurred throughout the yard in all the different departments; and that of the force of about 2,400 men thus employed, one-fourth were useless; that it was understood that particular master workmen were to administer this patronage for the benefit of particular members. In most cases this pressure was yielded to with alacrity, and a temporary pressure of work in September, 1858, to fit out the Niagara for Africa, and which lasted for four days only, was made the pretext for retaining men after they were no longer needed. Insubordination increased; in one case the master laborer and a number of men answered roll-call and went to the primary election in Mr. Sickles' district, and yet drew full pay. A short time before the election the men got to leaving off twenty to thirty minutes before bell-ring in the evening, and would collect near the gate ready to go out of the yard. Commander Rootes attempted to stop this; as soon as he got near them between the ship houses some of them, in large gangs, sang out his name, and hooted and hissed him. The only reason given by Commander Rootes was, that the men thought that the members of Congress put them there and could keep them there in defiance of the officers of the yard.

The same pressure to increase the force was brought to bear upon the naval officers of the yard; when Commander Rootes sought to remove some of the men after the Niagara had sailed, the master workmen always managed to find something to do. He had no power to remove the master workmen, but could complain of them, and suspend them until an order was received from the department. If this power was exercised, the result was that the delinquent was soon restored to duty. A short time before the election Mr. Searing applied to Commander Rootes to employ some two or three men. He replied that he could not do it, the orders were against it; the masters had that privilege. Mr. Turner, the master painter, was present, and he said that it was all important to have these men in the yard; that they could carry a great number of votes and had a good deal of influence, and it was necessary for the nomination of Mr. Searing. A few days before the election Mr. Taylor urged Commodore Kearny to take in a number of men. At this period, on the 27th of October, 1858, when the public welfare demanded the vigilance of the officers of the yard, Commodore Kearny was relieved from duty, and Commander Rootes was summarily detached and ordered to Washington by the Secretary of the Navy. Commodore Kearny was left in the yard until his successor arrived. Their successors could not and did not assume their active duties until after the election. This order was unusual, without motive, and no reason has yet been assigned.

The following statement of the number of workmen employed at the several navy yards in each half month of the year preceding the 1st day of December, 1858, is furnished us by the department :

	Portsmouth, N. H.	Boston.	New York.	Philadelphia.	Washington.	Norfolk.	Pensacola.	Mare Island.
1857.								
December 1 to 15....	564	1,256	1,479	646	863	1,558	450	} 297
December 16 to 31....	544	1,370	1,390	480	857	1,625	445	
1858.								
January 1 to 15.....	538	1,251	1,426	574	785	1,540	410	} 358
January 16 to 31....	533	1,243	1,429	653	750	1,714	464	
February 1 to 15....	516	1,237	1,302	695	722	1,749	448	} 304
February 16 to 28....	438	1,288	1,288	709	683	1,756	424	
March 1 to 15.....	438	1,268	1,365	766	687	1,718	423	} 301
March 16 to 31.....	435	1,074	1,409	785	672	1,580	433	
April 1 to 15.....	526	1,079	1,403	800	670	1,553	422	} 279
April 16 to 30.....	556	991	1,416	914	672	1,503	384	
May 1 to 15.....	544	966	1,379	1,064	717	1,413	333	} 281
May 16 to 31.....	567	1,010	1,711	1,063	725	1,288	340	
June 1 to 15.....	498	1,119	1,850	1,120	725	1,291	341	} 296
June 16 to 30.....	525	1,204	1,912	1,156	715	1,223	365	
July 1 to 15.....	503	1,250	2,024	1,091	786	1,444	430	} 341
July 16 to 31.....	563	1,432	2,092	1,030	790	1,593	463	
August 1 to 15.....	595	1,538	2,137	1,216	861	1,699	515	} 330
August 16 to 31.....	778	1,599	2,132	1,267	889	1,660	545	
September 1 to 15...	836	1,626	2,166	1,250	882	1,783	568	} 312
September 16 to 30...	855	1,656	2,286	1,534	899	1,887	587	
October 1 to 15.....	900	1,633	2,365	1,685	860	1,931	598	} 346
October 16 to 31.....	814	1,543	2,414	1,722	872	1,936	619	
November 1 to 15....	777	1,576	2,488	1,541	878	1,824	634	} 320
November 16 to 30...	642	1,546	2,319	1,537	872	1,713	620	

NOTE.—The rolls for the navy yard at Mare Island are rendered for the entire month.

It thus appears that the number of employes in the navy yards December 1, 1857, was 7,113; May 1, 1858, 6,697; November 1, 1858, 10,038. The chief increase was at Brooklyn and Philadelphia. In Brooklyn the number, December 1, 1857, was 1,479; May 1, 1858, 1,379; November 1, 1858, 2,488, or an increase of 1,109 men in five months. In Philadelphia the number, December 1, 1857, was 646; May 1, 1858, 1,064; November 1, 1858, 1,541. During the month of October it ranged from 1,685 to 1,722—an increase of over six hundred in four months.

It will be perceived thus the highest number at New York was about the 1st of November, and at Philadelphia about the middle of October.

The undersigned find that abuses in the Brooklyn navy yard are not confined to master workmen and their men, but extend to all the civil departments of the yard.

THE NAVY AGENT.

George N. Sanders, the navy agent at New York, disburses about \$4,000,000 annually. By law he is appointed for four years, but removable from office at pleasure. His salary is not to exceed \$3,000 per annum. His duties are not prescribed by law, but are fixed by regulations of the department. He is therefore, as to term of office and duty, entirely subject to the discretion of the Executive. By the act of March 3, 1843, all materials, of whatever name or nature, for the use of the navy, *when time will permit*, shall be furnished by contract by the lowest bidder.

Fuel and a few other specified articles are exempted by subsequent laws. Contracts are annually made by the different bureaus for the articles supposed to be wanted; but articles are often needed not embraced in the contract. Under the implication arising from the words "when time will permit," if articles not covered by the contracts and not in the navy stores are needed, they are bought by "open purchase," under the direction of the Navy Department. The navy agent, among his other duties prescribed by the department, pays for all articles purchased at New York by contract, and makes all open purchases.

All the articles were purchased upon the assumption that time would not admit of their being purchased by contract. The evidence clearly shows that articles thus purchased were bought at a much higher rate than the contract price. Thus, iron of prescribed sizes in 1853 was $3\frac{1}{2}$ cents per pound by contract. Yet a quantity of iron for hooping the spars of the frigate Congress was needed. There was a slight variation in the size of the iron from that furnished by contract of the 2,000 pounds required. 1,835 pounds were bought on open purchase at $5\frac{1}{4}$ cents per pound.

When articles are needed not embraced in a contract a requisition is made out by the master workman, certified to by the constructing engineer or naval constructor, as the case may be, and commandant of the yard, and sent to the navy agent. It then becomes his duty to enter the market and purchase the article needed at its fair market value. Instead of this being done in the city of New York, the requisitions are generally handed over to Charles A. Secor & Co., ship chandlers, of New York, and they furnish the article. One of the firm is the security for Mr. Sanders on his official bond, and is his intimate and confidential friend. The articles called for are furnished by them, whether within the line of their business or not, and sent directly to the yard. The navy agent has followed this course during his term, and never sees the articles, fixes their prices, or knows when, of whom, or at what prices Secor gets them, and yet claims that he is appointed to make the purchase and is accountable for the prices.—(Commodore Smith.)

When the articles reach the yard a junior officer of the yard inspects them, to see if they are good and to satisfy himself if they are charged at fair market prices. To do that he sometimes has sent to the city of New York to make inquiries, but usually he took the price presumed to have been agreed upon by the navy agent as the fair market price. Commander Rootes testifies that they had a great deal of

trouble with Mr. Secor, and that everything furnished to the navy yard by Secor & Co. while he was there had been far above market prices, and so he wrote to the department. Lieutenant Barnet, for some time the inspecting officer, makes the same statement. Several instances are shown in the testimony and in Commander Rootes' correspondence with the department where the price was exorbitant. In such cases the article was rejected ; but as the officer did not purchase the article and was not informed in regard to prices, it usually passed into the storehouse, and thereupon Secor got his pay of the navy agent.

When the attention of Commodore Smith, of the Bureau of Yards and Docks, was called to the matter, he issued a circular to each navy agent, requiring him to inquire of the contractor for articles in that line, his prices, and also that he ask the prices of two other parties dealing in the same line, and then take the lowest bid.

These instructions were disregarded by Sanders, and many of the open purchases were, and are still, made in the same manner of Secor & Co. Mr. Sanders denied, under oath, that he had received, or expected to receive, any benefit from this arrangement. But it is dangerous to allow a practice under which collusion between the agent and the "provider" is so difficult of detection.

A still more dangerous custom has been allowed by Mr. Sanders within the past year. Latterly, when requisitions were made by the master workmen, Mr. Sanders has allowed them to indicate from whom they wish the purchases made; and in many cases he has allowed master workmen to make the purchases themselves. In some cases where requisitions have come to his office, and he has had them filled by Secor & Co. in his usual way, it was found that men in the yard had made the purchases already, and expected the navy agent to sign the requisite certificate and pay the money. He testifies, himself, that he has too readily yielded to that manner of making purchases, and that most of the open purchases latterly have been made in this way. Why should the master workman seek to indicate the vendor? why desire to make the purchase himself? The danger of collusion between the seller and the master workman is increased as the number of master workmen increases. Each becomes interested in increasing the amount of open purchases in his department, either to favor a friend or to share the profit. He judges of the necessity of the article; makes the requisition; purchases the article; agrees upon the price; inspects it, receives it, and uses it; and yet the formal certificates are signed by others, and the navy agent pays the money.

THE NAVAL STOREKEEPER.

This office is not created by law, and the duties of the office are prescribed entirely by the regulations of the Navy Department. The salary does not seem to be fixed by law, but the amount paid is \$1,700 per annum. The duty of this officer is to receive and take charge of the naval stores in the yard and deliver them upon proper requisitions for the use of the service. The following statement

shows the amount of stores on hand at the different navy yards, July 1, 1858:

Navy yards.	On hand July 1, 1857.	Received.	Expended.	On hand July 1, 1858.
Portsmouth -----	\$751,685 50	\$161,962 43	\$182,681 32	\$730,966 61
Boston -----	1,530,800 39	862,247 22	764,882 62	1,628,164 99
New York -----	1,315,019 03	556,712 03	457,578 38	1,414,152 68
Philadelphia -----	526,426 93	295,800 90	293,002 44	529,225 39
Washington -----	528,115 43	475,634 58	545,267 91	458,482 10
Gosport -----	1,565,958 28	446,883 38	473,015 06	1,539,826 60
Warrington -----	341,316 80	61,819 26	70,320 22	332,845 84
Total -----	6,559,352 36	2,861,059 80	2,786,747 95	6,633,664 21

It appears that by the books of the department there should have been in the yard at Brooklyn stores of the value of \$1,414,152 68 on the first of July last, but whether that amount is on hand or not has not been ascertained. No inventory has been taken for years. Anson Herrick, the present storekeeper, was appointed in March, 1857, and during that year an attempt to make an inventory was commenced, but after some months' trial was abandoned.

From the manner in which the books were previously kept, as shown by Herrick, it is utterly impossible to ascertain the condition of the public stores, from the accounts of the department, until a detailed inventory is completed. Mr. Herrick testifies that previous to his time, when a vessel was fitted out for service, all her stores of every kind furnished were charged as expended. If the ship returned with part of the stores on board, they were passed over to the storekeeper, and not charged to him. Thus the books of the storekeeper showed that but two comparing watches, furnished the forward officers on going to sea, were charged to the storekeeper as on hand; yet there had been 15 or 16 in the drawer. Of these, about seven were stolen, and the storekeeper could deliver over to the government the two watches called for by the books, and have several left.

They also find that the present storekeeper neglects his official duties. He is an active editor in the city of New York; has no experience as a storekeeper except that, as a boy, he used to attend a grocery store. He is seldom in his office, and considered his duties well done when he signed his name to receipts and returns prepared by his clerks, and carried to his office in New York for signature. He testifies that his clerical force was too small, and that the returns are behind, and cannot be written up for several months; that he has two clerks—two writers—one foreman, who signs Mr. Herrick's name to receipts to contractors, and seventeen laboring men; and yet he testified that he did not know that he spent one-seventh of his time in the duties of storekeeper. To use his own language:

“I do not spend but very little time in the navy yard, for this reason: these papers and documents are brought to me by my chief clerk, who is my son, whom I see every day, or by the messenger—one of the laborers being employed as a messenger. I appointed my

own son first clerk because I could have confidence in him. All the papers that are necessary for me to sign, when I am not at the yard, are brought to me, and an account of all the business that is done in the yard is brought to my house and reported to me."

Commander Rootes testifies that the force in the storekeeper's department has always been too large, and that this fact and Mr. Herick's neglect of duty have been reported to the department. Without further detail, and referring to the testimony, the undersigned report that the civil officers of the yard have not and do not, as a general rule, attend properly to their official duties; that their appointment has been controlled by political reasons, and not by their fitness or qualifications for their respective offices.

PHILADELPHIA NAVY YARD.

The attention of the committee was directed to one transaction at this yard. In August last a requisition was made upon the naval constructor for eighty oakum spinners. There were then employed ten to fifteen spinners, who were generally "old salts" disabled for active duty and yet competent to spin oakum; the work is nothing but rubbing oakum upon the knee. The naval constructor did not deem a greater force necessary, and refused to sign the requisition. The master calker brought it to Captain Carr, the commander in the yard, who also refused to sign the requisition. Thereupon, Hon. Thomas B. Florence, a member of this House, came to Washington, and asked the Secretary to direct the eighty oakum spinners to be employed. It was referred to the Bureau of Yards and Docks. Commodore Smith declined at first, but he received a slip of paper signed by Mr. Welsh, the chief clerk, on which was written in pencil as follows: "The master workmen having made a requisition for eighty additional pickers, you will see that it is complied with." This was enclosed in the written application of Mr. Florence. The order was then issued to the commander of the yard, and the "oakum spinners" were set to work. Commodore Carr testifies that when the men came in he went down and took a look at them; "they were the lame, the halt, and the blind; but they did the work. I made a place for them until they worked the oakum up." They were then discharged.

All the oakum spinning for a year was crowded into a few weeks. The undersigned refer to the testimony of Mr. Florence for the motive of this transaction.

REMEDY FOR ABUSES.

Your committee have directed their attention, as far as time would permit, to the best mode of correcting existing abuses in the management of navy yards. They have considered whether, 1st, all or some of the navy yards could not be dispensed with with advantage to the public service, and the construction and repair of vessels be done by private enterprise.

2d. Whether work in all or some of the navy yards could not pro-

perly be suspended, and they be placed in ordinary until existing abuses are corrected or the state of the treasury will allow further improvements. Your committee have not fully considered these propositions and do not report upon them.

All work in the navy yards or upon vessels of the United States depends upon the annual appropriations of Congress, so that Congress by granting or withholding appropriations may determine these questions without changing existing laws.

In concluding their report upon this branch of the investigation, the undersigned call the attention of Congress to the necessity of a general law prescribing the manner of making government contracts. The existing laws consist of detached sections of various laws, in most cases attached to appropriation bills, and often unconnected with each other. It is difficult to ascertain from the law the powers and duties of officers authorized to make contracts. Abuses, therefore, naturally occur. The undersigned at this late period of the session have not time to mature a bill, but deem it their duty to call the attention of Congress to the subject.

CONTRACTS FOR MACHINERY.

The inquiry of your committee into the contracts for machinery for the vessels of the United States has been mainly confined to the contracts made for the machinery of the vessels now building under the act of June, A. D. 1858.

On the 26th of July sealed proposals were invited by the Secretary of the Navy for the steam machinery, &c., for the seven sloops-of-war authorized by that act. The specifications did not prescribe the form, plan, or details of the machinery, but promised a drawing of the section of the vessel to any one making application therefor. It required the bidder to guaranty certain results, such as power, speed, economy of fuel, and the like, but left the design and the arrangement of the machinery with the party whose proposition should be accepted. Under these specifications proposals were made by most of the leading marine engine builders in the United States, accompanied in each case by plans and drawings. The following is a statement of these bids:

Large sloop at Portsmouth, New Hampshire, 1,000-horse power.

Morgan Iron Works, New York..	\$143,000	Allaire Works.....	\$110,000
West Point Foundry.....	136,000	Novelty Iron Works†	98,500
James Murphy & Co	135,000	Woodruff & Beach, Hartford ^o	125,000

Small sloop, Boston, 750-horse power.

Morgan Iron Works, New York..	\$110,000	Locomotive Works, Boston ^o	\$104,000
James Murphy & Co, New York.	107,000	Atlantic Works, Boston	100,000
Allaire Works, New York†	97,000	Woodruff & Beach, Hartford	118,000

Large sloop, New York, 1,000-horse power.

Morgan Iron Works, New York..	\$137,500	Allaire Works, New York	\$105,000
James Murphy & Co., New York ^o	130,000	Novelty Iron Works, New York† ..	97,000
West Point Foundry, New York..	130,000	Woodruff & Beach, Hartford	125,000

^o Accepted bid.

† Lowest bid.

Large sloop, Philadelphia, 1,000-horse power.

Reaney, Neafie & Co., Philadelphia	\$145,500	Novelty Iron Works, New York†	\$98,000
Merrick & Sons, Philadelphia ^o	102,000	Murray & Hazelhurst, Baltimore	110,000
Morgan Iron Works, New York	141,000	Woodruff & Beach, Hartford	125,000
Allaire Iron Works, New York	110,000		

Large sloop, Norfolk, 1,000-horse power.

Reaney, Neafie & Co., Philadelphia	\$152,000	Woodruff & Beach, Hartford	\$125,000
Morgan Iron Works, New York	142,000	Murray & Hazelhurst, Baltimore	115,000
Novelty Iron Works, New York	100,000	C. Reeder, Baltimore†	94,000

Small sloop, Pensacola, (direct-action engines,) 750-horse power.

Reaney, Neafie & Co., Philadelphia	\$153,000	Woodruff & Beach, Hartford	\$118,000
James Murphy & Co., New York	127,000	Locomotive Works, Boston	115,000
Morgan Iron Works, New York ^o	120,000	Murray & Hazelhurst, Baltimore†	100,000
West Point Foundry, New York	118,000		

At this stage of the proceedings, before the Secretary had passed upon any of the bids, the following letter was sent by Colonel W. C. Patterson, of Philadelphia, to the President:

PHILADELPHIA, September 13, 1858.

DEAR SIR: I venture to suggest to you the importance of awarding the contracts for the machinery of the sloop, now building at the navy yard at this time, and if it can be done without prejudice to the public service, to Merrick & Sons. Theirs is the only establishment in the first district which employs a large number of mechanics; at this time, 390; when in full work, 450.

The managing partners (Mr. M., sr., being absent, in bad health,) are full of energy, straining every nerve to keep their force during this depression, and, in so far as I know, the only old whigs of any influence in that district who are in favor of the re-election of Colonel Florence.

I know, from former experience, the value of that influence, and feel persuaded that it is the interest of the democratic party to increase it.

The first district will, I hope, be carried in any event, but with that shop at work, full handed, two weeks prior to the election, the result would, I think, be placed beyond all doubt.

With much respect,

W. C. PATTERSON.

The PRESIDENT.

This letter was sent to the Secretary of the Navy by the President with this endorsement:

“ SEPTEMBER 15, 1858.

“ The enclosed letter from Colonel Patterson, of Philadelphia, is submitted to the attention of the Secretary of the Navy. J. B.”

The undersigned regard this as a serious offence. It is the duty of the Secretary to determine which of the bidders was the “lowest responsible bidder,” and to award to him the contract. It is a judicial act. The rights of parties under the law, and the rights of the government, were involved in the award. Any suggestions of fact or motive, except those which would enable the Secretary to adjudge which of the competing bidders was the lowest responsible one, was improper. The Secretary was the subordinate of the President, hold-

^o Accepted bid.

† Lowest bid.

ing office at his pleasure, naturally controlled by his will; and by law he is frequently required to award and adjudge without regard to the President.—(*Decatur vs. Paulding*, 14 Pet., 515; 6 How., 101-2.) Under these circumstances the President suggested to the Secretary, and in writing called his attention to the importance of awarding one of the contracts for machinery to Merrick & Sons, in order to secure the potent political influence of that firm in favor of the re-election of Colonel Florence, and thus place the result of the election in his district beyond doubt, and generally to increase the influence of that firm, that it might be exercised in favor of the democratic party.

If the President had suggested to a judge of the United States courts that he render a judgment in favor of one of the parties litigant in a cause pending before him, because that judgment would aid in the election of a party favorite, or would contribute to the success of the democratic party, the general voice of the people would demand his impeachment. Is it a less serious offence when this suggestion is made by the President to the Secretary of the Navy? The judge is beyond the power of the President; the Secretary is within his power. Each is required to perform judicial functions. The suggestion by the President of corrupt motives to either is equally dangerous, and is more likely to succeed with an officer whose tenure of office is the will of the President.

The terms of the note of the President could not be misunderstood by a subordinate. No one can read the letter and note without a conviction that the inducement in the letter was regarded by the President as a proper one to be submitted and to require the attention of the Secretary. Thus endorsed, the corrupt motive suggested would decide the award without regard to cost, unless the Secretary evinced a higher sense of public duty than his superior.

Should it be said that the letter did not influence the award, the reply is, that the offence is in submitting a corrupt motive to the consideration of the Secretary. But the award was made to Merrick & Sons. How far it influenced the award can only be inferred from the proceedings in the case.

On the 20th of September, 1858, the Secretary appointed an advisory Board of Engineers to examine the proposals, and each member of the board was required to report which proposal in his opinion should be accepted. The board was composed of Samuel Archbold, engineer-in-chief of the United States navy; W. W. Wood, Henry Hunt, and Daniel B. Martin, chief engineers. Martin was the patentee of Martin's vertical tubular boiler, and previous to the proposals had made arrangement with some of the bidders that he was to receive a specific sum, varying in amount from \$750 to \$1,000 for the privilege of using his boiler. There was nothing in the specifications advising bidders that the adoption of Martin's boilers was a requisite to success. It was not generally adopted, except in government vessels. The horizontal tubular boiler was generally used in marine engines. The drawings exhibited the details of the machinery, and the Board of Engineer s

would necessarily know whether Martin's boiler was included in the bid. Merrick & Sons specified Martin's patent in their proposals, although they did not use it in other marine vessels. One of the firm testified that one motive for including that boiler was they had supposed that they would, perhaps, be more likely to succeed in their proposals if they adopted that form of boiler. They therefore previously agreed upon a stipulated price with Martin for the use of his boiler and embodied it in their plans. The specifications required that:

"The offers must be for a specific sum for putting the whole in successful operation; must include all patent fees; and the department will require a release from the proprietors of any patented article or arrangements used in or about the machinery," &c.

This would necessarily involve a previous agreement of Martin with those parties who included his boilers in their plans, and would make him directly interested to the extent of his patent right, in accepting the bids of those who would pay him for its use, and rejecting those who preferred another boiler.

It is clear this was known to the Secretary. It had been the subject of complaint previously. Martin had placed on the record a release to the government for the right to use his boiler on government vessels while he remained engineer-in-chief of the United States, but he was removed in 1857 because of his interest in patents. Martin testifies that he told the Secretary of his interest, and on that ground asked to be relieved from service on advisory boards. The interest of Martin was also discussed between the Secretary and Dickerson.

In deciding upon the proposals, no award was made except to those whose drawings showed the Martin boiler. The lowest bid for the Norfolk sloop was by C. Reeder, of Baltimore, and was for \$94,000. Two of the board, Messrs. Archbold and Hunt, were in favor of accepting this bid. All agreed that the engines were good; but Messrs. Martin and Wood did not like the boilers. In his answer, Martin thus states his objection:

"Mr. Reeder's plan of engines is good and his price satisfactory, but his plan of boiler I cannot recommend; if they were made satisfactory I would recommend him for the Norfolk ship."

If the boiler had been "satisfactory" to Mr. Martin, it would have secured a majority of the board in favor of this bid. As, however, the board was divided, a new advertisement was issued, new bids were received, and the contract for the Norfolk ship was finally awarded to Messrs. Murray & Hazelhurst, of Baltimore, for \$131,000, or \$37,000 more than Reeder's first bid. It appears from the testimony of Martin that he prepares plans for bidders; that he receives pay for such plans—in one case as high as \$500; and that his fees now as consulting engineer for private parties amount to more than his salary as chief engineer in the navy. In addition, his patent fees for the boilers and valves used in the machinery of the five sloops, awarded partly upon his opinion, is over \$4,000. He has now a

claim pending before Congress for \$13,000 for the use of his patent boiler in the vessels of the United States.

It is impossible for your committee or the House to ascertain whether the action of the other members of the board was proper or not. The rejected plans and drawings have been returned to the bidders. The specifications were so drawn as to leave the whole matter to the Secretary of the Navy. If in the specifications the details had been prescribed, the only questions to determine would have been the price and security. It is said that the mode adopted secured the best engineering skill in the country; that engineers having the speed, &c., desired, might seek to secure a contract by improvements on existing plans. What weight ought to be given to these considerations we are not prepared to say. Upon the plan adopted there is no check upon executive officers in awarding contracts. Some real or fancied defect in the machinery, or any part of it, such a suggestion as that of the President, political influence, favoritism for certain bidders, or, as in Martin's case, a known or concealed interest, might induce an award to a party whose bid is many thousands higher than another responsible bidder. The easy answer to all complaints is, that the plans of the successful bidder are better. Bidders of high character and ability, whose engines have been successful in commercial vessels, finding their bids repeatedly rejected, and the higher bids of inexperienced parties, without facilities or experience in constructing marine engines, accepted, naturally attribute it to political or other improper influences, and refuse again to incur the expense of preparing plans and drawings, and the loss of reputation incurred by their rejection. Thus the government work becomes monopolized by a few whose political relations are right, and the government gets the poorest work at the highest price; a competition for work for the government becomes a mere scramble of partisans, decided, not by the highest skill and lowest prices, but by political influence.

The Board of Engineers unanimously reported in favor of Merrick & Sons for the Philadelphia ship, at \$102,000. This was the house described in the letter of Colonel Patterson. The lowest bid was by the Novelty Works, New York, perhaps the most extensive work of the kind in the United States, at \$98,500.

For the Pensacola sloop the board was divided; Archbold and Hunt were in favor of the Boston Locomotive Works, at \$115,000; Martin and Wood were for the Morgan Iron Works, at \$120,000. Martin had previously engaged with the proprietors of the Morgan Works for the use of his patent, at \$1,000. The Secretary, without further proposals or reference, awarded the contract to the Morgan Works. The lowest bidder for the Pensacola sloop was Murray & Hazelhurst, at \$100,000. They are marine engine builders of high character and ample facilities.

For the Boston sloop Martin and Wood were in favor of the Boston Locomotive Works, at \$104,000; Archbold and Hunt were for other bidders. The Secretary awarded the contract, without further pro-

posals or reference, to the Boston Locomotive Works. The lowest bidder was the Allaire Works, New York, at \$97, 000.

For the Portsmouth or Kittery sloop the board was unanimously in favor of Woodruff & Beach, of Hartford, at \$125,000. The lowest bid was that of the Novelty Iron Works, at \$98,500. It is proper to say that Mr. Beach is remotely connected by marriage with the Secretary. But the committee see nothing in the evidence to show that he was favored on that account.

For the New York sloop, Archbold, Martin, and Wood reported in favor of James Murphy & Co., at \$130,000. The lowest bid was that of the Allaire Works, of New York, one of the most extensive works in the United States, at \$105,000. D. B. Allen, one of the proprietors of these works, made one of the written complaints which led to this investigation. Their bid was low because of the general depression of the commercial marine, and their machinery such as has been sanctioned by private enterprise. They have constructed more marine engines than any other establishment in the country.

From the statement of the reports of the members of the board, it appears that the vote of Martin prevailed in every instance. Upon an equal division of the board his opinions were adopted by the Secretary in the case of the Pensacola and Boston sloops; and that upon his objection to the boiler proposed for the Norfolk sloop a contract was refused to Reeder, and was finally awarded to meet Martin's views.

The aggregate difference between the lowest bids and the accepted bids for the machinery in the sloops is \$82,000.

THE GRIFFITH SHIP.

The struggle for the contract for the machinery of the smaller sloop-of-war building in Philadelphia, known as the "Griffith ship," presents some features requiring notice. Before the law of June 12, 1858, was passed, Mr. Norris, an engineer, who for some years had retired from active business, desired, in connexion with John W. Griffith, to build a vessel of light draught and great speed for the navy of the United States. Upon the recommendation of Mr. Norris, in June last, and in pursuance of a previous promise by the President to Mr. Norris, Mr. Griffith was appointed temporary naval constructor at Philadelphia. Mr. Griffith at once prepared his plans for the ship, and sent them to the department. They were somewhat peculiar, and designed to secure light draught and great speed, but to have a heavy armament. Mr. Norris prepared his plans for the machinery, and made a bid in September, 1858, to construct that machinery for the government at \$126,000. The two plans were designed, and the machinery and the vessel were intended for each other. When the bids were opened it was found that the machinery of Mr. Norris was the only kind proposed that was adapted to the peculiar model of the ship, and that he alone of the bidders had been furnished with the midship sections, plans, and views of the vessel, and knew that it was to have two propellers. Under these circum-

stances, new proposals were very properly invited. Norris adhered to his bid, and proposals were submitted by Reaney, Neafie & Co., of Philadelphia, and the Allaire Works, of New York. The contest, however, was soon narrowed down to Norris and Reaney, Neafie & Co. The bid of the latter was \$139,000. A board of four engineers of the navy was called to consider these bids, with the plans and specifications of each. The board was equally divided in its report.

Each party, without complaint from the department, sought to succeed by political influence. The singular spectacle was presented of an ex-member, without knowledge of an engine, managing for one party, while the other pressed his party services.

On the 2d of November, 1858, Norris urged the acceptance of his proposals, in a letter to the Secretary, thus :

"On the score of politics, which I have never mentioned before, I have greater claims upon the government than my competitors. Our shop, at Bush Hill, Philadelphia, was the first institution in this country that raised the banner of Buchanan and Breckinridge. The day after the nomination we raised the standard, with full length portraits of the President and Vice President, and at the election our shop furnished 764 votes for them. Notwithstanding the present monetary depression we gave 312 votes for the administration at the last election. We have supported the party with material aid by thousands of dollars, and worked hard, as any of the party in Philadelphia will testify "

On the 9th of November last Hon. James Landy, a member of this House from Philadelphia, appeared before the Secretary of the Navy to urge that the award be made to Reaney, Neafie & Co. The same firm employed William H. Witte, an ex-member of Congress, as their agent, who at once established intimate social relations with some of the officers in the Navy Department.

This agent was to receive *for his services* one-fourth of the profits of the contract, in case it was awarded to Reaney, Neafie & Co. It is to be remarked that he was employed by that firm only to secure government contracts, and had been successful, in 1857, in securing the contract for the Lancaster, for which he has received, as part of his share of the profits, \$5,000. He knew nothing of machinery, and was only employed, as he testifies, on account of his "character and standing."

On the 16th of November last Norris sent to the Secretary a letter from J. B. Baker, collector of Philadelphia, of which the following is an extract :

"I have been intimately acquainted with the Messrs. Norris Brothers for many years, and have had large business transactions with them, and it may not be amiss to state that they have always heartily advocated and sustained the democratic party. In the campaign of 1856 their establishment not only contributed many hundred votes to elect our present Chief Magistrate, but, to my knowledge, contributed largely in other ways to bring about that result."

Also, a letter from Hon. Henry M. Phillips, of this House, of which the following is an extract:

"Messrs Norris are good democrats, willing and faithful members of the party, who, 'through weal and through woe,' have labored zealously for its success.

"Their fame as mechanics is world-wide, and they are men of high character, and it will be to the fourth district a matter of essential service for them to succeed in their present application.

"Personally, mechanically, and politically meritorious, if their proposal is not extravagant, I earnestly hope that it will be accepted."

Also, a letter from John Hamilton, jr., of which the following is an extract :

" I know no men better entitled to receive the attention of a democratic administration than those composing this firm ; with a world-wide celebrity as machinists of the first class, they have also been known as democrats who have never faltered in their active and earnest devotion to the cause ; men who, amidst the very howling of the tempest raised by the opposition, are more energetic and determined in their support. I trust that the claims of these gentlemen, who are so well qualified to perform whatever they may undertake, and who are so deserving as democrats, will not be overlooked."

To counteract these letters, Reaney, Neafie & Co. relied upon the active interested agency of Mr. Witte, who pressed their claims as a democratic firm. He also procured from Mr. Baker, the collector, a letter, of which the following is an extract:

" A few weeks since I was requested by Mr. William Norris to state in a letter to you my knowledge of the political character of the locomotive establishment of Messrs. R. Norris & Son, of Philadelphia, which I did ; but I did not intend to convey the impression (as I learn has been the case) that the marine engine works of Messrs. Reaney, Neafie & Co., were not of the same political creed, whom I know by reputation, and it is proper to say, is of the highest character."

Somewhat similar letters were also written to the President and referred to the Secretary. Thus, in a letter under date of November 15, 1858, Mr. Phillips writes of Norris Brothers :

" They have been and are my very good friends, active, zealous and disinterested democrats. Their establishment is within my district, where they employ many hundreds of operatives, who, under their exerted influence, were valuable members of our party during our last disastrous campaign."

Colonel Florence, a member of the House, in an interview with the Secretary, recommended Mr. Norris.

These efforts to enlist political influence in awarding contracts were received without objection or reproof, and were placed on the files of the department, and, with the awards and other papers, were sent to your committee. A highly intelligent contractor testifies that within two or three years it has been a common thing for bidders to satisfy the department as to their political opinions. If jobs and contracts become the recognized rewards for partisan services, and are disbursed and distributed without regard to the written law, as a mode of refunding money contributed and spent in elections, and these abuses are tolerated by the people, then may the money of the people be taken directly from the public treasury to corrupt or overthrow the elective franchise. Yet these motives are strongly and confidently urged by high officers of the government to the high officers charged with a judicial duty, and also to the Chief Magistrate, whose duty it is to execute the law.

On the 29th of November, 1858, the Secretary desired a board of civil engineers, not of the navy, to examine the propositions of Mr. Norris, and of Reaney, Neafie & Co., and to express in writing which of the two was preferable. A majority of the board reported in favor of Mr. Norris' plan. Thus the matter stood until December 21, 1858, Mr. Norris supposing that the question was settled in his favor. At that date the Secretary submitted to Mr. Norris a written proposition of guaranty of speed, which, at the request of the Secretary, Mr. Norris copied

and signed. Norris was not informed that it would be considered as a new offer, or as varying his former bid, but he signed it for the satisfaction of the Secretary, and in the words written by him. The next day, if the date is correct, December 22, 1858, Witte, as the agent of Reaney, Neafie & Co., submitted a written "explanation" of their proposal, in which they stipulated for a somewhat higher speed. Their guaranties were treated as new proposals, and were, on the same day, referred to Archbold, the engineer-in-chief, who had steadily opposed Norris' plans. Archbold on the same day reported in favor of Reaney Neafie & Co., and the contract was awarded to them.

The undersigned do not deem it necessary to pursue this controversy further. Charges of fraud, favoritism, and improper disclosure of the plans of competing bidders were made. The facts and the claims of each party are fully shown in the testimony and documents herewith submitted.

THE READING FORGE AND HON. J. GLANCY JONES.

As an incident to this branch of their inquiry, it became necessary for your committee to examine a charge that Hon. J. Glancy Jones, now a civil officer of the government, had, while he was a member of this House, received money from the Reading Forge for his services in obtaining for it contracts with the government.

Our attention was first called to this charge by the testimony of Dr. Cockroft, giving a statement of James Murphy, a contractor for the construction of the steam machinery for the United States steamship Brooklyn. The purport of the statement was, that he was obliged to let the forging for the vessel to the Reading Forge Company, understood to belong to Mr. Jones. An intimation was also made to Mr. Quintard, of the Morgan Works, New York, the successful bidder for the Pensacola sloop, that if he got the forging work done by the Reading Forge, it would be acceptable or satisfactory to certain parties.

Hon. W. H. Keim, a member of this House, testified that he, as secretary and treasurer of the company, made an agreement with Mr. Jones to the effect that, if he would get work for the forge to do, the company would allow him five per cent. on the amount he obtained; that the kind of work contemplated was forging shafts, &c., for vessels of the United States navy. The inducement to the company to make the contract with Mr. Jones was the fact that he was a member of Congress, and it was supposed that he would have facilities for getting work that others would not.

Prior to this agreement, Mr. Jones wrote the following letter to General Keim:

HOUSE OF REPRESENTATIVES, May 18, 1854.

DEAR GENERAL: I received your letter this morning, and have just had an interview with the Secretary of the Navy. He informs me that all the machinery will be given out *on contract*, except, perhaps, what is made in Washington. The Secretary will advertise for bids, but will not give it to the *lowest bidder*; he will contract with the offer which he thinks is best for the government. Now, I think I can serve my town and constituents by securing a fair por-

tion from those who want these contracts; with this the Secretary has nothing to do; but we can do a great deal ourselves by being ready to meet these contractors. I will write you again soon, and send you the notice when the Secretary advertises.

Truly yours,

J. GLANCY JONES.

General W. H. KEIM.

Under this agreement Mr. Jones did get work for the forge in 1854, for the steamer Wabash, amounting to \$10,000 or \$11,000, upon which he was entitled to five per cent. The contract for the work was made with Merrick & Sons.

General Keim ceased to be secretary and treasurer of the company in the spring of 1855, and was succeeded by M. A. Bertolet. Mr. Bertolet testifies that the contract with Mr. Jones was frequently spoken of in the meetings of the board, when the justness of paying him what was agreed upon was spoken of. On two or three occasions the witness met Mr. Jones and told him that he was very sorry that the concern was in such a condition pecuniarily; that he did not see how he could pay him any money then. He testifies he always understood that Mr. Jones was the agent of the company, and that the company had either agreed with him or proposed within themselves to give him a certain per centage for such work as should be procured through his agency. He testifies that Mr. Jones did get work for them from the government in 1855, in the repair of the Minnesota, the amount of which was \$3,109 48, and that this sum was paid to the forge company by the government. It also appears from the books of the company that the forge company did work for the government in 1856, in the items amounting to \$6,481 16, and for contracts under the government for a large amount. Mr. Bertolet continued in office but one year, and was succeeded by Charles McClenigan, who is now in Rio Janeiro.

Peter McLaughlin became secretary on the 20th of September, 1858. The company failed about three months afterwards. During all this time the forge did a large amount of work for the government and its contractors. Mr. McClenigan writes to the creditors of the company, under the date of November 25, 1857, "our prospects for the future are very flattering, as we have at this time *positively secured* the forging for three of the United States sloops, and a very fair chance for the forging for the remaining two; also the government work, which we at present are looking after."

The agency of Mr. Jones was known generally. At New York it was supposed to be an ownership of the forge. Mr. Bartol, a partner or agent of the firm of Merrick & Sons, Philadelphia, writes under date of July 24, 1858, to the superintendent of the forge, "Colonel Florence, who is just from Washington, says it is a settled fact that two of the new sloops are to be built here." After suggesting that the Forge bid for the machinery of one of them, he inquires, "will Mr. Jones support your proposition so as to get the job?" The reply of the treasurer in due time declines the offer and says, "Mr. Jones is also of opinion that it might seriously affect the interest of the forge company."

No account was opened with Mr. Jones in the ledger of the Reading forge. The check book of the company was not before your

committee. How much he received for his services, how much is due to him still on his contract, it is impossible to tell. In the expense account items of money paid to Mr. Jones at various periods were found as follows :

“ October 2, 1854. Office expenses debtor to the Farmers' Bank for check No. 523, drawn to pay J. Glancy Jones' expenses to Washington city, \$30.

“ November 26, 1856. Office expenses debtor to Farmers' Bank for this amount, check No. 858, sent to J. Glancy Jones for expenses in procuring work for the Reading steam forge, \$250.

“ September 28, 1857. Office expenses for this amount borrowed money of A. J. Nichols, to pay J. Glancy Jones, esq., expenses to Washington on business for the company, and returned the same in check No. 1038, \$100.”

The undersigned therefore report that Hon. J. Glancy Jones did, while a member of this House, enter into a contract with the Reading forge company by which he agreed to procure work for it from the government, in consideration of which he was to receive five per cent. commission ; that he did procure contracts to be made between the government and said Reading forge, in which he was interested to the amount of said commission ; and that he did receive money from said company for said service.

The evil tendencies of such transactions are manifest. If members of Congress and other officers of the government may be employed with money to solicit at the executive departments and bureaus for contracts and jobs, it cannot be expected that their influence will be resisted. The law will soon be disregarded, and offices, employments, and contracts will be bartered and sold without regard to the public service.

By the first section of the act of April 26, 1808, it is provided thus :

“ No member of Congress shall, directly or indirectly, himself or by any other person whatsoever, in trust for him, or for his use or benefit, or on his account, undertake, execute, hold, or enjoy, in the whole or in part, any contract or agreement hereafter to be made or entered into with any officer of the United States, or with any person authorized to make contracts on the part of the United States ; and if any member of Congress shall, directly or indirectly, himself or by any person whatsoever, in trust for him, or for his use or benefit, or on his account, enter into, accept of, agree for, undertake, or execute any such contract or agreement, in the whole or in part, every person so offending shall for every such offence, upon conviction, &c., be adjudged guilty of a high misdemeanor, and shall be fined three thousand dollars, and every such contract or agreement as aforesaid shall be absolutely null and void.”

By the third section of the same act it is provided—

“ In every such contract or agreement to be made, or entered into, or accepted, as aforesaid, there shall be inserted an express condition that no member of Congress shall be admitted to any part of such contract or agreement, or to any benefit to arise therefrom.”

The interest of Mr. Jones in the contracts between the government and the Reading Forge Company was certain, direct, and purely of a pecuniary nature.

By the third section of the act of February 26, 1853, it is provided that if any member of Congress shall, for compensation paid or to be paid, either certain or contingent, act as agent or attorney for prosecuting any claim against the United States, or shall receive any share or gratuity or interest in any claim, &c., he shall be liable to indictment as for a misdemeanor; the penalty is a fine of \$5,000 or imprisonment, or both.

The clear design of these laws was to prevent a member of Congress from having any pecuniary interest in a contract with any officer of the government, or in any other claim against the government. Whether a contract of agency to procure contracts from the government where the compensation is a per centage on the amount of the contract is embraced in the language of the law might be a matter of doubt; but it is clearly within the spirit of the law, and is most pernicious and corrupting in its effects. In the one case an interest in the contract would be disclosed by the contract itself; while in the other case it may be more readily concealed or covered under the pretext of local interest for constituents.

The undersigned recommend, in order to remove all doubt as to the meaning of the act of April 20, 1808, the passage of a provision of law to punish as a misdemeanor any member of Congress who, for money, acts as an agent in pecuniary contracts with the government.

In conclusion, the undersigned recommend the adoption of the following resolutions:

Resolved, That the Secretary of the Navy has, with the sanction of the President, abused his discretionary power in the selection of a coal agent and in the purchase of fuel for the government.

Resolved, That the contract made by the Secretary of the Navy, under date of September 23, 1858, with W. C. N. Swift, for the delivery of live-oak timber, was made in violation of law, and in a manner unusual, improper, and injurious to the public service.

Resolved, That the distribution by the Secretary of the Navy of the patronage in the navy yard among members of Congress was destructive of discipline, corrupting in its influence, and highly injurious to the public service.

Resolved, That the President and Secretary of the Navy, by receiving and considering the party relations of bidders for contracts with the United States, and the effect of awarding contracts upon pending elections, have set an example dangerous to the public safety and deserving the reproof of this House.

Resolved, That the appointment by the Secretary of the Navy of Daniel B. Martin, chief engineer, as a member of a board of engineers to report upon proposals for constructing machinery for the United States, the said Martin at the time being pecuniarily interested in some of said proposals, is hereby censured by this House.

All of which is respectfully submitted.

JOHN SHERMAN.
DAVID RITCHIE.

Communication from Hon. Isaac Toucey to the Committee.

NAVY DEPARTMENT,
February 14, 1859.

SIR: I have received your letters of the 8th and 9th instant, with copies of certain testimony, and an expression of the desire of the committee over which you preside to receive from me any statement or information in regard to it which I may wish to present. I now comply with the request, and first with reference to the contracts for live-oak timber, made under the advertisement of June 14, 1858.

No live-oak timber had been purchased by advertised contract for the last sixteen years, excepting in these instances:

1st. A contract made September 12, 1848, for 11,000 cubic feet.

2d. A contract made in September, 1855, for the frames of six large sloops-of-war, cut to moulds to replace that which had been taken for the six large steam frigates built in 1855, of which two have since been used for the sloops-of-war "Lancaster" and "Pensacola," authorized in 1857, and the other four can only be used for ships of that class.

3d. The want of additional quantities of live oak having been repeatedly urged by the Bureau of Construction, the department, on the 1st of July, 1857, authorized a contract to be made for such timber as would replace in part what had been taken from the complete frames of ships-of-the line and frigates, which the wants of the service had made it necessary to break in upon, and also to provide cooked timber suitable for the repairs of vessels of the larger classes, of which the supply was wholly insufficient.

For several years past the repairs on the sloops-of-war and smaller vessels have been very great, and have gradually absorbed the best and the most of the small size timber, and the want of that timber was every day becoming more apparent. Thus, this kind of timber being absolutely wanted, it became advantageous and economical to purchase that which had been refused on the existing contracts for being below the contract size, rather than to cut the larger and more valuable pieces that remained of the old stock, or that was then coming in on the new contracts. So great was the want of this smaller timber, that it had been used to a considerable extent in the Norfolk and Kittery yards, in the latter to the amount of \$3,972 47, before authority was obtained in proper form to make the purchase, the officers in those yards believing that the public interests warranted that course. And so great was the deficiency of live-oak timber in the navy yard at Pensacola, that there is not now a stick of that kind in the yard which has not been purchased since.

While this deficiency of timber in the navy yard was known to exist, reliable information was received in the month of May last, that the British government had revived the pretended right of search, and

that the British cruisers were exercising it upon the merchant vessels of the United States in the neighborhood of Cuba. This information created great excitement throughout the country. It is only necessary to refer to the warlike debates in both Houses of Congress to appreciate its extent. To resist the exercise of this right, a fleet of twelve war vessels was fitted out and despatched to the neighborhood of Cuba, with instructions given them from time to time, between the 14th of May and the 15th of June, to protect all vessels of the United States against the exercise of the right of search on the high seas, in time of peace, by the armed vessels of any other power. These instructions would probably have produced a collision, had not the right been abandoned by the British government. While this was going on, Congress, on the 12th of June, passed an act requiring the Secretary of the Navy to cause to be constructed "*as speedily as may be consistent with the public interests,*" eight war steamers of light draught, "combining the heaviest armament and greatest speed compatible with their character and tonnage." On the 3d of July orders were given to all the navy yards that they should be launched by the next meeting of Congress, and that nothing should be permitted to prevent it.

By the same act Congress made an appropriation to defray the expenses and compensation of a special commissioner in execution of the joint resolution passed on the 3d of June, authorizing the use of force if necessary, "for the adjustment of difficulties with the republic of Paraguay." Independent of this resolution, the President determined to act promptly, and measures were taken to increase the squadron on the east coast of South America, so that it should consist of twenty armed vessels, including two store ships, most of them to be fitted for the purposes of the expedition.

In this threatening posture of affairs, with the public mind excited by the revival of the pretended right of search, with no certainty that the attempt to suppress it would not bring us into collision with Great Britain, with a squadron of twelve ships in the vicinity of Cuba to resist it, with a larger squadron of twenty ships to be prepared and concentrated in the direction of Paraguay, and with eight war steamers of the smaller classes to be constructed, according to the injunction of Congress, as speedily as might be consistent with the public interests, I deemed it my duty, upon consultation with the chief of the Bureau of Construction and Repair, to meet the exigencies of the service by promptly directing, on the day of the adjournment of Congress, June 14, that an advertisement be issued calling for a supply, in as short a time as practicable, of live-oak timber, most of it of smaller dimensions than had been usually required, such as was adapted to the construction of the smaller vessels just authorized by Congress, and to the extensive repairs both of large and small vessels which the exigencies of the service would be likely to require. I would have resigned my place before I would have failed to act with the promptitude which the occasion seemed to demand. The list was made out by the chief of the Bureau of Construction according to his own judgment of what the interests and necessities of the service required, without interference by me in its details, and the advertise-

ment was issued on the 14th of June, calling for one-half on the 1st of September and the other half on the 1st of February following, giving to bidders two and a half months' notice to make contingent arrangements for the first delivery, and seven and a half months' notice for the other. The time allowed in the advertisement for this timber was sufficient for persons who were actual dealers in such timber, and who in making offers intended to comply with them, or were in any degree prepared, but was much too short for any speculator who had it in view to dispose of his contract to other parties. These were the reasons which influenced the department in the exercise of its discretion in this particular case, and when the contracts were executed, I was assured by the experienced officer in charge of the Bureau of Construction and Repair that the measure had proved highly economical and beneficial to the government, saving to it probably about twenty-five thousand dollars beyond what could have been accomplished by an open purchase.

After the contracts had been awarded to the lowest bidders, a question arose to which I applied the principle of a decision I had previously made, viz : that when the department advertised for a contract upon certain terms, and one of the bidders applied to a subordinate officer and obtained assurances of more favorable terms at variance with those advertised, and regulated his bid accordingly, the department would enforce the advertisement and not the assurances of the subordinate, and the assurances thus obtained would constitute no ground of relief, because unfair to other bidders. When, therefore, it appeared that those to whom the contracts were awarded had neither performed them nor intended to perform them when they bid, but had acted upon information or assurances obtained at the navy yards from subordinate officers at, variance with the terms of the advertisement, the department set aside the forfeited contracts and instead of purchasing or contracting in open market or of the next highest bidder and charging the difference to the defaulting parties, accepted a contract with Mr. Swift for the whole amount at the lowest bid, which was much lower than the bids which he had made, thereby saving the defaulting contractors from loss, securing the best terms for the government, and requiring him to accept as low a price for the timber to be delivered immediately as if time had been given to go into the live-oak forests of Florida or Louisiana, to cut it. The department did not advise any one of the contractors as to the course he should pursue, but apprised them, unequivocally, at all times, that the time of delivery, as advertised would not be postponed, for the reasons I have stated.

When I came into the department I found a system established which commenced during the administration of Mr. Fillmore, of purchasing coal for the use of the navy by the instrumentality of two coal agents, one for anthracite, the other for bituminous coal, with a compensation of five per cent commission on the cost of purchase and transportation contracted for by the agent. There was also during Mr. Fillmore's administration a special agency for supplying with coal the East India and Pacific squadrons during the Japan Expedition. Messrs. Howland & Aspinwall, of New York, were the special

agents employed by Mr. Graham, Secretary of the Navy, under an agreement of the date of April 3, 1852, by which they were allowed ten per cent. commissions on the purchase money, cost of transportation, insurance, and other unavoidable expenses, deducting therefrom the commissions allowed the agents for supplying coal within the United States. This agreement was modified by Mr. Dobbin on the 11th of August, 1853, by which, after the 1st of September following, the agents were to ship not exceeding one thousand bushels per month, the department agreeing to pay the cost of the coal, lighterage, cartage, freight, primage and demurrage, and a commission of six per cent. on the cost of the coal, including freight or transportation. Their commissions under this agency in the years 1852, 1853, and 1854, amounted to \$50,975 86, while the commissions of all other coal agents for supplying our steam vessels of war with coal during the whole period from 1850 to the present time, amounted only to the sum of \$19,851 59, and for supplying the navy yards to the further sum of \$18,358 47. This special agency was abolished by Mr. Dobbin in 1854. There has been no other change in the system except only that, in pursuance of the policy expressed in the act of Congress of September 28, 1850, of giving preference to American productions. I have caused anthracite coal to be sent from Pennsylvania mines, by American vessels chartered by the department, and without any special agency, to the East Indias, Pacific, and all other foreign stations where it could be delivered at no greater cost than that of foreign coal delivered at the same place. This has caused an increase of purchases of coal in this country, but it has proved most decidedly an economical and beneficial improvement, as will appear by detailed returns which are now probably before the committee, securing, without any increase of cost to the government, what is deemed the best coal in the world for war steamers—the anthracite coal of Pennsylvania. No change has been made in the bituminous coal agency, nor in that for anthracite, except that the former agent, Mr. Tyson, at the end of four years from his appointment, was succeeded by Mr. Hunter, the present agent, whom I appointed in May last upon the most reliable recommendations, leaving him to the discharge of his duty upon his own responsibility. I was not aware until the present investigation, that he had employed another person to aid him, allowing him to share in his commissions as his predecessor had done, nor of any want of attention on his part. It was well known to the department that the navy was supplied with coal of the best kind and quality for naval purposes at less cost than formerly, at what was deemed in the bureaus reasonable prices, and that the bills passed under the inspection and required the approval of the most faithful and vigilant officers of the government, who were in the constant practice of instituting inquiries into the reasonableness of prices, and of refusing payment when they were excessive. It is not now the opinion of the bureaus, after full inquiry, that the price paid, \$3 85 per ton of the best anthracite coal for steam puposes, screened, selected, and delivered at the vessel in Philadelphia, has been excessive or unreasonable.

The department has at all times left both these agents for the purchase of coal perfectly free in the discharge of their duty upon their own responsibility, with such assistance as they might choose to employ at their own expense, subject only to the checks which exist on shipboard and at the naval stations, where it is the duty of the proper officer to report any deficiency in quantity, or quality and also to the constant supervision of the chiefs of the bureaus, under whose orders the purchases are made, and by whom the bills must be examined and approved before they can be passed. Both these high officers enjoy my entire confidence; confidence not only in their capacity, but in their vigilance and uprightness.

I should be very willing to give full details of the action of the department in reference to the navy yards and to the contracts for steam machinery for vessels-of-war, but as no evidence has been transmitted to me on those subjects, I shall content myself with a brief general statement.

The system by which the navy yards are managed is the same which I found established when I came into office, with some improvements. The commandant of the yard is responsible for its general condition. It is his duty to correct or report any abuse which may come to his knowledge. He receives all orders from the department, and is authorized to use the proper means to execute them. If an order is given that a vessel be built or repaired, or other work done, he directs the employment of the men, and fixes the number to be employed, without interference by the department. He is authorized and required to dismiss any workman, and to report any master for neglect or misconduct. When a master is thus reported to the department, an investigation is ordered, he is notified, witnesses are examined, and the testimony returned to the department for its action. The master has the selection of the men, subject to the approval of superior officers, and is held responsible for them and the work done by them, under his charge, and has therefore, authority to dismiss them. This system of responsibility is found to work well in the navy yards generally, although there is greater difficulty and embarrassment in the Brooklyn yard from the superabundant population of the great adjacent cities pressing for employment, and resorting to all legitimate means to obtain it. This difficulty will not be obviated by any system that can be adopted. Men must be employed; they must come from the neighboring congressional districts; they must be selected by some one; they should be selected by the master workman, who is responsible for them, subject, indeed, to proper restrictions and supervision; and this master workman must always feel and have to contend with the presence of vast numbers seeking employment and especially during periods of commercial distress. He is also exposed to the accusations of dismissed and disappointed workmen, and to the scrutiny of vigilant competitors seeking his place, and if there be any well founded charge against him, it is quite sure to be made known to the officer whose duty it is to inquire. There has been no report against any master workman of any of the Atlantic navy yards since I have been in the department, except in five cases; one for alleged misconduct several years ago, which was

fully investigated by my predecessor, one for intoxication which has been investigated and followed by a new appointment; one for temporary insanity where the master was afterwards restored upon his recovery and producing a certificate from his physician that it would not be likely to recur, and the other two cases recently for neglect of duty, which have been investigated and the returns having just come in will soon be disposed of. These are the only instances of charges presented to the department, and if there be any presented to the committee which have not been preferred to the commandant of the navy yard, and opportunity given to the parties implicated to defend themselves, it is at least very doubtful whether such charges can be or ought to be sustained; at all events, neither the department nor the officers of the yard have had any knowledge of them. There has been an increase of the number of men employed, but it has taken place simultaneously in all the yards and for the reasons already stated—the increased activity of the service, the expedition to the neighborhood of Cuba, the expedition to Paraguay, the construction of eight new steamers “as speedily as might be consistent with the public interests,” in obedience to the injunctions of Congress. There is one instance where the bureau has been induced to depart from the general rule of non-interference with the number of men to be employed, and that was in the navy yard at Philadelphia, to an inconsiderable extent in useful work, upon the urgent plea of necessity, humanity, and utility, pressed by a gentleman of high and honorable character, incapable of falsehood.

The course of the department in reference to contracts for steam machinery for vessels of war, has been to prescribe certain conditions, advertise for plans and proposals subject to such conditions, and award the contracts according to the merits of such plans and proposals, having due regard to price. They cannot, from the nature of the case, be awarded to the lowest bidder, having reference to the price only, because no two persons bid for the same thing, each plan being different from the others, and it being the object of the government to obtain the result of the highest skill. The bids are given under seal; are not opened until the time for receiving them has expired; and, of course, no one can know what they contain, except the party himself and those to whom he may communicate it. A board of engineers is appointed, and each is required to give his individual opinion and his reasons for it. Often they are unanimous; sometimes there is a single dissenting opinion; and sometimes they are equally divided. I have in no case, that I am aware of, awarded a contract in opposition to the opinion of a majority, although I should feel at liberty to do so. The contract given to Messrs. Merrick & Sons, of Philadelphia, in regard to which a letter from Colonel Patterson to the President was by him in the usual course, without an intimation of any wish on his part, referred to this department, was awarded to them upon the merits of their plan and proposals—in accordance with the unanimous opinion of the board of engineers—their bid being lower than those of the other bidders whose plans were approved. The President did not in any manner interfere in

this case, nor has he in any other case of contract since I have been in the department. In all the contracts made under the act of the last session, the department obtained an absolute guarantee of the number of revolutions of the propeller in a minute; instead of the usual number of about forty, the contractors guaranty eighty, and, in one instance, a hundred. In one contract—that for the vessel under construction at Norfolk—awarded to Messrs. Murray & Hazlehurst, of Baltimore, there is a guarantee of the speed of fifteen statute miles an hour, under a forfeiture of twelve thousand five hundred dollars, to be deducted from the price if the speed fall to fourteen miles per hour, and half that sum if it fall to fourteen and a half miles.

In the contract for the vessel at Philadelphia, awarded to Messrs. Reaney, Neafie & Co., there is a guarantee, not only for one hundred revolutions of the propeller per minute, but also for the speed of sixteen statute miles per hour, under the forfeiture of fifteen thousand dollars, to be deducted from the price if the speed fall to fifteen miles per hour, and half that sum if it fall to fifteen and a half miles. A more stringent and advantageous contract for the government has not been made.

The awarding of this contract having been the subject of comment, I will take the occasion to say, that the charge made against a very competent and faithful officer, the engineer-in-chief, by an excited and interested party was fully investigated by me and found to be without the slightest foundation, except in a misapprehension of that party, fully explained, and that the contract was awarded to the lowest price, to the best guarantee, to the highest experience in the construction of marine engines, against no experience at all, and in accordance with the opinion of a majority of the engineers whom I consulted on the subject.

I have the honor to be, sir, very respectfully, your obedient servant,

ISAAC TOUCEY,

Secretary of the Navy.

Hon. JOHN SHERMAN,

Chairman Committee Investigation, &c..

House of Representatives.

JOURNAL.

THIRTY-FIFTH CONGRESS, SECOND SESSION.

CONGRESS OF THE UNITED STATES.

IN THE HOUSE OF REPRESENTATIVES,
January 18, 1859.

Whereas D. B. Allen, a citizen of the State of New York, specifically charges that certain officers in the Navy Department, in awarding contracts for the construction of vessels-of-war of the United States, have been guilty of partiality, and of violation of law and their public duty; and *whereas* grave charges have been made that money appropriated for navy yards and for the repair of vessels of the United States has been expended for partisan purposes, and not for the purpose prescribed by law: Therefore—

Resolved, That a committee of five members be appointed to examine—

1st. Into the specifications and bids for, and the terms of, the contracts for the work and labor done or materials furnished for the vessels of the United States constructed, or in the process of construction or repair, by the United States since the fourth day of March, 1857, and the mode and manner of awarding said contracts, and the inducements and recommendations influencing said awards.

2d. Into the mode and manner in, and the purposes for, which the money appropriated for the navy and dock yards, and for the repair and increase of vessels, has been expended.

That said committee have power to send for persons and papers, and have leave to report by bill or otherwise.

Attest:

J. C. ALLEN, *Clerk*.

JANUARY 20, 1859.

In pursuance of foregoing resolution, the following members were designated this day by the Speaker to constitute the select committee: Mr. Sherman, Ohio; Mr. Bocock, Virginia; Mr. Ritchie, Pennsylvania; Mr. Groesbeck, Ohio; Mr. Ready, Tennessee.

Attest:

J. C. ALLEN, *Clerk*.

THURSDAY, January 20, 1859.

The committee met upon call of its Chairman. Present: Chairman, Messrs. Bocock and Groesbeck.

The following order was adopted:

Ordered, That the House be requested to give leave to this committee to employ a stenographer, at a compensation not exceeding the rate paid the reporters of the *Congressional Globe*; and that the com-

mittee have leave to sit during the sessions of the House, and to report at any time.

The following papers were laid before the committee, and ordered to be spread upon its minutes :

NEW YORK, *January* 12, 1859.

MY DEAR SIR : This is to call your attention to sundry transactions of the Navy Department relative to the giving out of the contracts for the machinery of the steamers constructed under the late act of Congress.

I am connected with the "Allaire Works" of this city, an establishment engaged in the business of constructing steam-engines ; and I have regarded it as due to the country that the misuse of the government funds, of which we have become cognizant, should be brought to the notice of some member of Congress who may deem it his duty to look to the protection of the public interests.

The Secretary of the Navy advertised for proposals, under certain forms of specifications, to furnish engines, boilers, &c., for a steamer at Portsmouth, a steamer at New York, a steamer at Philadelphia, a steamer at Gosport; and likewise (of a different class) a steamer at Boston, a steamer at Philadelphia, and a steamer at Pensacola.

For the first named class the Allaire Works sent in proposals, plans, and drawings, in accordance with the specifications, accompanied by a bid of \$105,000 for the New York ship. The contract was given to Mr. Murphy, as we are informed and believe, for \$132,000.

For the second named class the Allaire Works sent in proposals, plans, and drawings, in accordance with the specifications, accompanied by a bid of \$97,000 each, for the Boston and Philadelphia ships.

After these bids had been sent in, in conformity with the advertised call, the Allaire Works were informed that the requirements for the Philadelphia engines had been altered and enlarged; and, conformably to these alterations, the Allaire Works sent in a second bid.

It now appears that the Washington Board of Engineers could not agree on the award of the Philadelphia contract, and an outside board of engineers was called in to decide. One of this outside board informs us (accidentally, of course, for all these matters are expected to be kept close, and no information is openly accessible to the outsider,) that the only propositions submitted to them for the Philadelphia ship were those of *Neafie*, of Philadelphia, and Merrick, of Philadelphia.

It had been a foregone conclusion that Philadelphia should have the contract ; but with those who formed that conclusion some meant *Neafie* when they said Philadelphia, and some meant Merrick. Hence the difficulty ; Neafie and Merrick both being backed up by strong influences, unknown to the uninformed.

The Pensacola contract was obtained by the "Morgan Works" of this city. The engines and specifications for this vessel were precisely the same as those for Philadelphia and Boston, above alluded to, for which the Allaire Works bid \$97,000 ; and for this Pensacola job the Morgan Works got \$120,000 as the price at New York, and \$10,000 extra for putting up at Pensacola ; in all \$130,000.

As to the manner in which this contract was obtained * * * * we

can get direct information through a gentleman of character and high standing of this city, who does not wish to state what he knows upon the subject unless it is sure to be properly investigated and exposed in the right quarter and in the right way. He says he knows all about the means by which this contract was secured; and further, that he saw a letter written by President Buchanan to the Morgan Works, requesting them to give the forging to the "Reading Forge," (a concern in which J. Glancy Jones was at the time largely interested.)

In reference to the Washington Board of Engineers, who passed upon the proposals, sent in under the advertisement of the Secretary of the Navy, it may be well to note that Mr. Martin is one; that this Martin, as we are informed, is the patentee of a boiler, the use of which secures to him about *one thousand dollars* for each vessel; that the best judges upon the matter would not have this boiler in a ship, under any circumstances, even as a gift; but the government vessels, in all cases, have these "Martin" boilers. There is some mystery in this.

In fact, the government specifications are so "got up" that it is easily rendered impossible for any establishment that is outside of the "clique" to get a contract on any terms.

The Boston contract (of the second above named class) was given to the "Boston Locomotive Works" for \$104,000, and with a more favorable allowance of room to them than was made in the advertised specifications. This information we get from the man who made the drawings of the engines for the Boston Works, and who is a New Yorker, especially called in to perform this service.

The Allaire Works' bid for this same job was \$97,000!

This subject should be investigated, if possible, before a committee of the House, clothed with power to obtain the proper evidence. There is no other way that it can properly be done.

You must recollect that all the information we get under the present system has "leaked out." Sufficient has thus leaked out to satisfy us that there is corruption within; and the only way to lay this bare is to have an investigating committee, and then the evidence will be drawn out from parties who would not like to be known as volunteers.

Before such a committee, having power to compel the attendance of witnesses, &c., further facts will be developed.

In the hope that what I have stated herein may serve to commend the subject to your notice, I am, very respectfully, your obedient servant,

D. B. ALLEN.

Hon. JOHN SHERMAN,
Washington, D. C.

The following extract is from the "North American and United States Gazette," of date January 13, 1859:

"In September last Mr. Norris, of Philadelphia, engineer, offered proposals for furnishing the steam machinery for a sloop-of-war now building at the Philadelphia navy yard, in compliance with an advertisement of the Hon. Isaac Toucey. He was informed, subse-

quently, that copies of his drawings had been sent to a competing bidder, when he went to Washington, and asked an explanation from the Secretary of the Navy. Mr. Toucey assured Mr. Norris that so disgraceful an act could not be perpetrated by any person in his department, and denied it emphatically.

"Two boards of naval engineers were successively appointed to examine and report upon the plans submitted by Mr. Norris and his competitors. Certain members of those boards were influenced by the engineer-in-chief to vote against Mr. Norris, and the result was a tie in both boards.

"Mr. Toucey then appointed a board of engineers, not in the navy, who gave a clear and full majority in favor of Mr. Norris.

"Mr. Toucey, however, for reasons best known to himself, delayed the decision from day to day, and finally, finding that Mr. Norris could not be deprived of the contract by fair means, resorted to covert means of a most questionable character, by raising a new issue. He told Mr. Norris that he desired him to add to his proposals a schedule of prices for relative speeds, and gave him the starting point in figures, thus proposing a formula to suit himself. As soon as the Secretary obtained this estimate from Mr. Norris, the agent of his competitors was informed of the rate, and their bids were regulated, accordingly, a shade lower. Upon this new point, thus made, and apparently for the express purpose of inveigling Mr. Norris into a snare, the Secretary rendered a decision against him.

"Mr. Norris then entered a protest, by an affidavit setting forth the existence of fraud and corruption in the Engineer Bureau. The President and Attorney General interposed in behalf of Mr. Norris, and arrested further action on the part of the Navy Department. Mr. Toucey assured Mr. Norris if he could substantiate the fact that copies of his drawings had been furnished to his competitors from the bureau, he would dismiss the engineer-in-chief, and see him righted.

"Upon this suggestion Mr. Norris addressed Mr. Toucey a letter, requesting that certain officers attached to the corps of naval engineers should be permitted to testify. No reply was given to that application.

"Mr. Norris then submitted various affidavits and letters substantiating the charge he had preferred. After retaining this testimony for three days, Mr. Toucey announced the following conclusion to Mr. Norris, viz: *That the furnishing copies of his (Mr. Norris') plans and drawings was of no moment, inasmuch as he himself had authorized the engineer-in-chief to furnish them; or, in other words, to do the very thing for which, if proved, he had previously threatened to dismiss him!*

"Mr. Toucey also ignored the rest of the testimony, and gave his final decision against Mr. Norris. But before the award was issued to Mr. Norris' competitors, the Attorney General and the President interfered a second time to prevent the consummation of so flagrant a wrong.

"The matter is now in the hands of the President, and, it is said, he will order an inquiry, when some startling disclosures may be expected. If he should not do so Congress may assume that responsibility."

OHIO
HO OHIO OHIO
OHIO OHIO OHIO

HOUSE OF REPRESENTATIVES,
January 12, 1859.

SIR: I shall give my vote in support of your motion that the naval bill, reported by the Committee of Ways and Means, be referred to the Committee on Naval Affairs. And one reason why I am disposed in this case to sanction the departure from the ordinary usage of the House is, that I feel confident that the bill as reported contains appropriations some of which are altogether unnecessary, and several of which will lead to profligate squander of the public money.

Within a year past my attention has been attracted to the mode in which the moneys appropriated for the Brooklyn navy yard have been expended, and I have become satisfied that abuses of the grossest description exist in respect to the expenditures made at that place. It is almost notorious that the privilege of laboring there is accorded without special reference to the capabilities of the persons seeking employment, and that the privilege has more or less the subject of traffic. There are quite a number of persons employed in the yard known by the name of master workmen who receive their appointments, not from the commandant of the yard, but from the Secretary of the Navy. That political considerations and personal influences have controlled these appointments is a fact that will not be controverted. This might hardly be a fair subject of complaint were it not that the result has come about that the public service suffers from the acts of the parties who have obtained those places as those of political reward. I am assured that the Brooklyn navy yard was unreasonably and unnecessarily stocked with laborers about the period of the last November election; and that such undue employment must work an injury to the public service, and tend to the demoralization of the humbler classes of men residing in New York and its vicinity is a matter too clear for doubt.

Some of these master workmen make sale of the privilege of working in the yard. Some exact from the laborers a share of their wages. These practices—for, from the frequent instances which have been brought to my notice, I think they may be so regarded—necessarily induce the employment of persons unfit for labor, and to frauds upon the treasury.

In view of these facts I would suggest to you that any appropriations made for the Brooklyn navy yard should be so regarded that transfers shall not be permitted from one object to another, and that stringent inquiry as to the actual necessity should precede the making of any general appropriations for repairs to be expended at that yard.

While I am satisfied that the Committee of Ways and Means would with entire unanimity condemn the practices to which I have referred, I do not believe that they have the time to give the subject matter of the navy yard appropriations that thorough scrutiny which I know the public interests demand.

I take the liberty to suggest for your consideration the propriety of the passage of a law which should confer upon the commandant of the yard the appointment of the masters. This would insure more appropriate appointments and aid in the decentralization of the navy yard

patronage, which, in my judgment, is mischievously and wantonly employed.

Your knowledge of the necessities of the naval service will enable you to suggest such measures of legislation as will relieve New York and its vicinity from the evils which have already resulted from the political profligacy which the patronage of the navy yard undergoes.

Our colleague, Hon. J. R. Wortendyke, has bestowed considerable attention to the manner in which the money appropriated by Congress for that yard has been expended, and may be able to give you such information as will aid you in the preparation of a necessary bill.

For one I shall never vote for these navy yard appropriations until some reasonable security shall have been by law provided for their proper expenditure.

Yours, very respectfully,

H. F. CLARK.

Hon. JOHN SHERMAN.

The undersigned charge Thomas O'Connor, foreman of sawyers in the navy yard, Brooklyn, with the following offences and misdemeanors:

First. That on or about the 2d day of June, 1854, the said Thomas O'Connor, then being foreman of sawyers, as aforesaid, fraudulently contracted with Maurice Fitzgerald that he, the said foreman, Thomas O'Connor, should give employment in the navy yard aforesaid to one Edward Fitzgerald, brother of the said Maurice, if he, the said Edward, would give fifty cents a day to him, the said Thomas O'Connor, in consideration of such employment.

Second. That, in pursuance of such contract, the said Edward Fitzgerald was employed and went to work in the navy yard aforesaid; the standing wages of the government, \$2 a day; and that, from the period between the 2d day of June, 1854, until the 22d day of December, 1854, the said Thomas O'Connor exacted and took from the said Edward Fitzgerald, through the hands of the said Maurice, the sum of fifty cents per day for every day that Edward worked, although the said Edward was permitted, in order to cover the fraud, to draw the full amount, then refund, through his brother, the portion of his day's earnings.

Third. That when the said Edward, who was in necessitous circumstances at the time of the first agreement, began to object to the continued allowance and deduction from his earnings, perceived a great distavor on the part of the said Thomas O'Connor; and at length, when the said Edward would no longer submit to the imposition and exaction aforesaid, he, the said O'Connor, discharged the said Edward from the employment of the government of the United States without any other cause than that of refusing an allowance of fifty cents per day.

Fourth. That the said Thomas O'Connor, about three weeks afterwards, called upon Maurice Fitzgerald while at work in the navy yard aforesaid, and then and there proposed to re-employ the said Edward if he, the said Edward, would give him, the said Thomas O'Connor, the sum of twenty-five cents per day for such employment; that he then and there employed him on these terms.

Fifth. That the said Thomas O'Connor was paid and received in all the sum of \$125 28 out of the earnings of the said Edward Fitzgerald.

Sixth. That the said Thomas O'Connor permitted and sanctioned the drawing of moneys from the department which were not justly due to the parties drawing.

Seventh. That the said Thomas O'Connor proposed to Maurice Fitzgerald to return him for full time, although the said Maurice was absent, on condition that he, the said Maurice, should pay to him one-half of the amount so received for lost time.

Eighth. That the said Thomas O'Connor actually was paid and did receive one-half of such lost time.

Wherefore, the undersigned pray that the said Thomas O'Connor may be examined and dealt with according to law and the rules and regulations of the navy of the United States.

Sworn to before me, this 4th day of January, 1859, a commissioner of deeds of the city and county of New York.

MAURICE FITZGERALD.

JAMES SCARMELL.

Subscribed and sworn to before me this 4th day of January, 1859.

E. S. McPHERSON,

Commissioner of Deeds.

STATE OF NEW YORK, *City of New York, to wit:*

Patrick Owens, being duly sworn according to law, saith: That he has worked in the Brooklyn navy yard for several years as a sawyer, and was discharged; that during the building of the Niagara he did apply for work to the said Thomas O'Connor, as sawyer in said yard, and that after he paid the said O'Connor the sum of \$20 he, the said Owens, was again set to work.

PATRICK OWENS.

Duly sworn before me, this 4th day of January, 1859, a commissioner of deeds, of the city and county of New York.

E. S. McPHERSON,

Commissioner of Deeds.

CITY OF NEW YORK, *January 4, 1859.*

This is to certify that I, Michael Gillian, was employed as a laborer in the Brooklyn navy yard on or about the month of August, 1855, and continued on until about the month of June, 1856, when I was employed as a sawyer in said Brooklyn navy yard by Thomas O'Connor, then master sawyer, and that I have never worked a day before at sawing; and, also, that the said Thomas O'Connor did exact and receive the sum of fifty cents per day of my wages as a consideration for such employment; and, further, that he returned me as an operator in said yard for time that I did not work, as I was out of the yard doing his, the said Thomas O'Connor's, business.

MICHAEL GILLIAN.

In the presence of—

F. D. MULFORD.

STATE OF NEW YORK, *City of New York, to wit:*

Thomas Kerrigan, being duly sworn according to law, saith: That, during the administration of President Pierce, Thomas O' Connor was master sawyer of the Brooklyn navy yard, and that he did allow Rodger McCormick, who was then working as a sawyer in the said yard, to go out of said yard after answering to his name on the 8th, 9th, and 10th, and one-half of the 14th, days of May, 1856, on business other than that of the government. And that the said Rodger McCormick did receive full pay for the above mentioned time, by and with the sanction of the said Thomas O' Connor.

Duly sworn this 4th day of January, 1859, before me, a commissioner of deeds of the city and county of New York.

THOMAS KERRIGAN.

Subscribed and sworn to before me this 4th day of January, 1859.

E. S. McPHERSON, *Commissioner of Deeds.*

Adjourned to meet to-morrow at 11½ o'clock a. m.

JOHN SHERMAN, *Chairman.*

FRIDAY, *January 21, 1859.*

The committee met pursuant to adjournment. Present: The Chairman, Messrs. Bocock, Ritchie, and Ready. The following was adopted:

Ordered, That the Secretary of the Navy be furnished with a copy of the resolutions constituting this committee.

That he be requested to furnish it, as soon as practicable, the originals, copies, or duplicates of the following papers:

1. The specifications and advertisements for bids for the engines and other work let by contract for the sloops-of-war authorized by acts of March 3, 1857, and June 12, 1858.

2. The several bids made for said engines and other work and materials.

3. The action of the department, together with the proceedings and names of any agent or board thereon.

4. The contracts made thereon.

5. The correspondence of the department, or any agent thereof, with any bidder or contractor for said work.

6. All papers and evidence on file in the department charging employes in the Brooklyn navy yard with selling offices or employments in said yard, or with illegal or corrupt practices in employing officers or workmen, or in contracting for work or materials, or in disbursing money for said yard.

7. The correspondence of Commodore Lawrence Kearney with the department in regard to his removal from the Brooklyn navy yard, and that between him and the Hon. George Taylor, if communicated to the department.

8. The number of men employed in the Brooklyn navy yard on the 1st and 15th days of each of the months of October, November, De-

cember, 1858, and January, 1859, and the causes of the increase or diminution.

9. The number and pay of each class of officers, foremen, master workmen, and laborers connected with the navy yard at Brooklyn, by whom appointed, and their powers and duties.

10. The mode of appointment and the number and pay of master workmen prior to and since the 4th of March, 1857, and the reasons for the change.

11. All correspondence with members of Congress since the 4th of March, 1857, relating to the change or the appointment of master workmen.

12. What new offices or employments have been made in the Brooklyn navy yard since the 4th of March, 1857, and the pay of each.

13. And such other information on the files of the department as in the opinion of the Secretary would aid the committee in complying with the resolution of the House.

Ordered, further, That the Secretary of the Navy be also requested to inform the committee:

1. Upon what vessels of the United States repairs have been made at each of the navy yards, and the amount and character of expenditure upon each since the 4th of March, 1857.

2. What portion, if any, of the work now done at the navy yard could be done by contract with advantage to the service.

3. The cost for each year of the government expenditures in the navy yards, and the increase and repairs of vessels, and for employes connected therewith, arranged in tabular form, and showing, as far as practicable, each class of said expenditures in separate columns.

The following letter from the chairman of the select committee was transmitted with the foregoing:

WASHINGTON, *January 21, 1859.*

SIR: In compliance with the order of the special committee of the House of Representatives on naval contracts and expenditures, I have the honor to transmit to you a copy of the resolutions under which they are acting, and a series of resolutions calling for information from the Navy Department, as it is the desire of the committee to progress with their duties as rapidly as possible. I am instructed to request that you furnish each branch of the information as soon as practicable, without waiting for the completion of the whole. The committee propose to commence the examination of witnesses, at their room in the Capitol, on Monday next at 10 o'clock a. m., and I am instructed to express the desire of the committee that you co-operate with it in executing the resolutions of the House. For that purpose its members respectfully invite your attendance at any or all of its sessions.

If practicable, we desire to have the information stated in the first five clauses by Monday next.

Very respectfully,

JOHN SHERMAN,
Chairman.

HON. ISAAC TOUCEY,
Secretary of the Navy.

On motion, it was

Ordered, That the sergeant-at-arms be directed to subpoena, forthwith, the following witnesses: D. B. Allen, William Cockroft, Lawrence Kearney, Alexander Ward, B. Donelly, of New York; Frederick Saunders, William N. Brady, William Norris, of Philadelphia.

Ordered, That William Blair Lord be appointed stenographer, in case the House allows one; and that he be directed to procure from the postmaster suitable stationery for the committee, and a room in which to hold its sossions.

Adjourned to meet on Monday next at 10 o'clock a. m.

JOHN SHERMAN,
Chairman.

MONDAY, *January 24, 1859.*

The committee met pursuant to adjournment. All the members present.

The following witness was examined:

No. 1. Frederick Saunders, New York:

The Chairman laid before the committee sundry letters and communications received by him in relation to the investigation by this committee.

Ordered, That the following persons be summoned to appear and testify before this committee:

Patrick Fitzgerald,	} Brooklyn navy yard.
Lewis M. Berry,	
Thomas Berry,	
Michael Riley,	
William Merrifield,	

Myers Carrell, engineer Morgan Works, New York.

Lawrence Cohane, New York.

Commodore S. S. Lee, navy yard, Philadelphia.

Commodore Thomas R. Rootes, Norfolk, Virginia.

Adjourned to meet to-morrow morning at 10 o'clock.

JOHN SHERMAN,
Chairman.

TUESDAY, *January 25, 1859.*

The committee met pursuant to adjournment. All the members present.

The Chairman laid before the committee a communication from the Navy Department, transmitting certain papers in relation to building the sloop-of-war Brooklyn.

By order of the committee, the Chairman addressed the following letter to the Secretary of the Navy:

WASHINGTON CITY, D. C.,
Tuesday, January 25, 1859.

SIR: The special committee on naval contracts and expenditures desire, for the present, to limit the information called for in the first five points of their inquiry of the 21st instant to the engines for the sloop-of-war built under the act of June 12, 1858.

I am also directed to request that the information called for in classes No. 7, No. 9, and No. 10 of said inquiry be furnished as soon as practicable.

Very respectfully, yours,

JOHN SHERMAN, *Chairman.*

Hon. ISAAC TOUCEY,
Secretary of the Navy.

Adjourned to meet to-morrow morning at 10½ o'clock.

JOHN SHERMAN, *Chairman.*

WEDNESDAY, January 26, 1859.

The committee met pursuant to adjournment. Present: the Chairman, Messrs. Bocock, Ritchie, and Groesbeck.

The following witnesses were called and examined:

No. 2. William Cockcroft, New York.

No. 3. Thomas R. Rootes, United States navy, Norfolk.

By order of the committee the Chairman addressed the following letter to the Secretary of the Navy:

WASHINGTON, January 26, 1859.

SIR: I have been directed by the special committee upon naval contracts and expenditures to request that copies be furnished them of the correspondence between Commodore T. R. Rootes, (acting commandant;) Commodore Joseph Smith, of the Navy Department, and Mr. C. K. Graham, (naval constructor,) of Brooklyn navy yard, in the year 1858; which correspondence is now on file in the Navy Department and the Brooklyn navy yard.

Very respectfully, yours,

JOHN SHERMAN, *Chairman.*

Hon. ISAAC TOUCEY,
Secretary of the Navy.

Adjourned to meet to-morrow morning at 10½ o'clock.

JOHN SHERMAN, *Chairman.*

THURSDAY, January 27, 1859.

The committee met pursuant to adjournment. All the members present.

The following witnesses were called and examined:

No. 3. Thomas R. Rootes, (recalled.)

No. 4. William N. Brady, New York.

No. 5. Jacob R. Wortendyke, M. C., from New Jersey.

No. 6. W. W. Keim, M. C., from Pennsylvania.

No. 7. Bernard Donelly, Staten Island, New York.

The Chairman laid before the committee sundry documents received from the Navy Department, in response to call of the committee of the 21st instant.

The following persons were ordered to be summoned to appear before the committee: J. Vaughn Merrick, Philadelphia; Frederick E. Sickles, New York; George W. Quintard, New York.

Committee adjourned to meet to-morrow morning at 10 o'clock.

JOHN SHERMAN, *Chairman*.

FRIDAY, *January 28, 1859.*

The committee met pursuant to adjournment. All the members present.

The following witnesses were examined:

No. 7. Bernard Donelly, (recalled.)

No. 8. Patrick Fitzgerald, New York.

No. 9. Alexander Wood, New York.

No. 10. Lewis W. Berry, Brooklyn.

No. 11. Michael Reilly, Brooklyn.

Ordered, That the following persons be summoned to appear before the committee:

Joseph Smith, Navy Department; John Lenthall, Navy Department; W. E. Everett, New York city; J. R. Whipple, Philadelphia.

Adjourned to meet to-morrow morning at 10 o'clock.

JOHN SHERMAN, *Chairman*.

SATURDAY, *January 29, 1859.*

Committee met pursuant to adjournment. All the members present.

The following witnesses were examined:

No. 12. Joseph Smith, Navy Department.

No. 13. Myers Coryell, New York.

No. 14. John Lenthall, Navy Department.

Adjourned to meet on Monday morning at 10 o'clock.

JOHN SHERMAN, *Chairman*.

MONDAY, *January 31, 1859.*

Committee met pursuant to adjournment. All the members present.

The following witnesses were examined:

No. 11. Michael Reilly, (recalled.)

No. 10. Lewis W. Berry, (recalled.)

No. 15. Lawrence Cohane, New York.

No. 16. Frederick E. Sickles, New York.

No. 17. Wm. Merrifield, New York.

No. 18. Maybury A. Bartelett, Reading, Pennsylvania.

No. 19. Geo. A. Quintard, New York.

No. 20. John A. Searing, House of Representatives.

No. 21. John J. McElhone, Washington.

The following were summoned to appear before the committee:

General Charles H. Hunter, J. Lawrence Getz, ——— McLaughlin, Reading, Pennsylvania; John F. Smith, Geo. P. Nevins, John P.

Repplier, Henry S. Crabb, Overton Carr, Philadelphia, Penn.; Joseph Simmons, John White, Daniel B. Martin, Brooklyn, N. Y.; Richard Tiller, Anson Herrick, G. A. Secor, Geo. N. Saunders, New York; Samuel Archbold, Navy Department; John J. McElhone, Washington.

Adjourned to meet to-morrow morning at 10 o'clock.

JOHN SHERMAN, *Chairman*.

TUESDAY, *February 1, 1859.*

Committee met pursuant to adjournment. All the members present.

The following persons were examined:

No. 19. Geo. A. Quintard, (recalled.)

No. 22. W. E. Everett, New York.

No. 23. William Norris, Philadelphia.

No. 24. J. Vaughn Merrick, Philadelphia.

Adjourned to meet to-morrow morning at 10 o'clock.

JOHN SHERMAN, *Chairman*.

WEDNESDAY, *February 2, 1859.*

Committee met pursuant to adjournment. All the members present.

The following witnesses were examined:

No. 15. Lawrence Cohane.

No. 17. William Merrifield.

No. 23. William Norris.

No. 24. J. Vaughn Merrick.

No. 25. J. P. Whipple, Philadelphia.

No. 26. Charles H. Hunter, Reading, Pennsylvania.

No. 27. J. Lawrence Getz, Reading, Pennsylvania.

No. 28. J. F. Smith, Philadelphia.

No. 29. C. Nichols Beach, Philadelphia.

Adjourned until to-morrow morning at 10 o'clock.

JOHN SHERMAN, *Chairman*.

THURSDAY, *February 3, 1859.*

Committee met pursuant to adjournment. All the members present.

The following witnesses were examined:

No. 29. C. Nichols Beach, (recalled.)

No. 22. W. E. Everett, (recalled.)

No. 30. Samuel Archbold, Navy Department.

No. 31. Henry S. Crabbe, Philadelphia navy yard.

No. 32. Overton Carr, Philadelphia navy yard.

No. 33. John G. Repplier, Philadelphia.

No. 34. George P. Nevin, Philadelphia.

The Chairman was instructed to report the following resolution to the House, and ask its adoption:

“*Resolved*, That the committee on naval contracts and expenditures have leave to print the testimony taken before it as it progresses.”

Adjourned to meet to-morrow morning at 10 o'clock.

JOHN SHERMAN, *Chairman*.

FRIDAY, *February 4*, 1859.

The committee met pursuant to adjournment. All the members present.

The following witnesses were examined:

No. 35. George Plitt, Philadelphia.

No. 36. Joseph Grice, New York.

No. 37. Henry G. Beach, Baldwinsville, New York.

No. 38. James Landy, House of Representatives.

No. 39. John Cochrane, House of Representatives.

No. 40. John L. White, Brooklyn navy yard.

No. 41. John B. Haskin, House of Representatives.

No. 42. Samuel P. Brown, Orland, Maine.

It was ordered that a copy of the depositions of Charles H. Hunter, J. Lawrence Getz, John F. Smith, C. Nichols Beach, George R. Nevin, S. P. Brown, George Plitt, Joseph Grice, and H. G. Beach, be furnished to the President of the United States and to the Secretary of the Navy, and that they be notified that the committee will, at any time next week, hear them or any witnesses they may desire to have examined.

Adjourned to meet to-morrow morning at 10 o'clock.

JOHN SHERMAN,
Chairman.

SATURDAY, *February 5*, 1859.

The committee met pursuant to adjournment. All the members present.

The following witnesses were examined:

No. 3. Thomas R. Rootes, (recalled.)

No. 14. John Lenthall, (recalled.)

No. 36. Joseph Grice, (recalled.)

No. 43. Peter McLaughlin, Reading, Pennsylvania.

Adjourned to meet on Monday morning at 10 o'clock.

JOHN SHERMAN,
Chairman.

MONDAY, *February 7*, 1859.

The committee met pursuant to adjournment. All the members present.

The following witnesses were examined:

No. 43. Peter McLaughlin, (recalled.)

No. 44. Richard H. Teller, New York.

No. 45. Anson Herrick, New York.

No. 46. Lawrence Kearny, United States navy.

No. 47. S. S. Lee, United States navy.

No. 48. C. W. Welsh, Navy Department.

No. 49. H. F. Clark, House of Representatives.

Adjourned to meet to-morrow at 11 o'clock.

JOHN SHERMAN, *Chairman.*

TUESDAY, *February 8, 1859.*

The committee met pursuant to adjournment. All the members present.

The following witnesses were examined :

- No. 45. Anson Herrick, (recalled.)
- No. 50. Samuel B. Grice, Philadelphia.
- No. 51. Daniel B. Martin, New York.
- No. 52. James Bigler, New York.
- No. 53. John W. Griffiths, Philadelphia.

The following letter was addressed by the Chairman, in pursuance of the order of the committee of February 4, to the President and to the Secretary of the Navy :

WASHINGTON, D. C., *February 8, 1859.*

SIR: I am directed by the special committee of the House of Representatives on naval contracts and expenditures, to furnish you copies of certain testimony, and to express their desire to receive at any time during this week any statement or information you wish to make in regard to the testimony, and to invite you to name any witnesses you wish examined. In compliance with this order, I now have the honor to furnish you the depositions of Charles H. Hunter, J. Lawrence Getz, C. Nichols Beach, John F. Smith, John G. Repplier, and G. P. Irvin. The remaining testimony relates to live-oak contracts, and copies will be furnished you as soon as practicable.

I am, very respectfully, yours,

JOHN SHERMAN, *Chairman.*

The PRESIDENT,
Hon. ISAAC TOUCEY,
Secretary of the Navy.

The following persons were ordered to be summoned as witnesses :
B. A. Springer, Geo. F. Tyler, W. W. W. Wood, Charles P. Hayes, J. G. Tell, Diller Luther, Charles Sinnickson, Philadelphia ; Eugene Borda, Woodside, Pa. ; W. W. Pierce, Boston navy yard ; Benj. F. Delano, Charles K. Graham, Artemas Jones, John L. Crawford, John Vandervoort, Brooklyn navy yard ; John Appleton, Washington, State Department.

Adjourned to meet to-morrow morning at 10 o'clock.

JOHN SHERMAN, *Chairman.*

WEDNESDAY, *February 9, 1859.*

The committee met pursuant to adjournment. All the members present.

The following witnesses were examined :

- No. 52. James Bigler, (recalled.)
- No. 53. John W. Griffith, (recalled.)
- No. 54. Henry M. McGill, Washington.
- No. 55. Edward A. Barnett, Philadelphia, United States navy.

- No. 56. John Appleton, Washington, State Department.
 No. 57. D. B. Allen, New York.
 No. 58. Samuel Spinney, Portsmouth, New Hampshire.
 No. 59. Samuel A. Trefethem, Rye, New Hampshire.
 No. 60. Jedediah Rand, Rye, New Hampshire.
 No. 61. Nathaniel M. Rand, Portsmouth, New Hampshire.
 No. 62. George Taylor, House of Representatives.
 Adjourned to meet to-morrow morning at 10 o'clock.

JOHN SHERMAN,
Chairman.

THURSDAY, *February* 10, 1859.

The committee met pursuant to adjournment. All the members present.

The following witnesses were examined :

- No. 29. C. Nichols Beach, (recalled.)
 No. 52. James Bigler, (recalled.)
 No. 57. D. B. Allen, (recalled.)
 No. 63. Charles Hastings, New York.
 No. 64. W. W. W. Wood, Philadelphia, United States navy.
 No. 65. George F. Tyler, Philadelphia.
 No. 66. Diller Luther, Philadelphia.
 No. 67. Charles P. Hayes, Philadelphia.
 No. 68. Charles Sinnickson, Philadelphia.
 No. 69. R. S. Swackhamer, White House, New Jersey.
 Adjourned to meet to-morrow morning at 10 o'clock.

JOHN SHERMAN,
Chairman.

FRIDAY, *February* 11, 1859.

The committee met pursuant to adjournment. All the members present.

The following witnesses were examined :

- No. 65. George F. Tyler, (recalled.)
 No. 66. Diller Luther, (recalled.)
 No. 68. C. Sinnickson, (recalled.)
 No. 69. R. S. Swackhamer, (recalled.)
 No. 70. W. C. N. Swift, New Bedford, Massachusetts.
 No. 71. Geo. N. Sanders, New York.
 No. 72. Wm. D. Kennedy, New York.
 Adjourned to meet to-morrow morning at 10 o'clock.

JOHN SHERMAN, *Chairman.*

SATURDAY, *February* 12, 1859.

The committee met pursuant to adjournment. All the members present.

It was ordered, unanimously, That the investigation in relation to the navy yard at Portsmouth, New Hampshire, be pursued no further by this committee, and, in consequence of this determination, that the

testimony already taken in respect to that matter, that of 58, Samuel Spinney, 59, Samuel A. Trefethen, 60, Jedediah Rand, and 61, Nathaniel M. Rand, be not published.

The following witnesses were examined:

No. 73. Eugene Borda, Woodside, Pennsylvania.

No. 74. William Turner, Brooklyn, New York.

No. 75. Benjamin H. Springer, Philadelphia.

No. 76. Edward N. Dickerson, New York.

No. 77. John Kelly, New York.

Adjourned to meet on Monday morning, at 10 o'clock.

JOHN SHERMAN, *Chairman*.

MONDAY, *February 14, 1859.*

The committee met pursuant to adjournment; all the members present.

The following witnesses were examined:

No. 75. B. H. Springer, (recalled.)

No. 14. John Lenthall, (recalled.)

No. 74. William Turner, (recalled.)

No. 78. W. H. Witte, Philadelphia.

No. 79. Chas. K. Graham, New York.

No. 80. Wm. W. Pierce, Boston.

No. 81. Benj. F. Delano, Brooklyn navy yard.

No. 82. Thomas B. Florence, House of Representatives.

No. 83. Artemus Jones, Brooklyn navy yard.

No. 84. John S. Crawford, Brooklyn navy yard.

Adjourned to meet to-morrow morning, at 10 o'clock.

JOHN SHERMAN, *Chairman*.

TUESDAY, *February 15, 1859.*

The committee met pursuant to adjournment; all the members present.

The following witnesses were examined:

No. 79. Charles K. Graham, (recalled.)

No. 85. John Van Dervoort, Brooklyn navy yard.

No. 86. Henry Hunt, Washington navy yard.

Adjourned to meet to-morrow morning, at 10 o'clock.

JOHN SHERMAN, *Chairman*.

WEDNESDAY, *February 16, 1859.*

The committee met pursuant to adjournment; all the members present.

The following witnesses were examined:

No. 87. Francis Grice, Philadelphia.

No. 88. James Murphy, New York.

No. 89. Henry B. Beach, Hartford, Connecticut.

No. 90. James B. Maclay, House of Representatives.

Adjourned to meet to-morrow morning, at 10 o'clock.

JOHN SHERMAN, *Chairman*.

THURSDAY, *February* 17, 1859.

The committee met pursuant to adjournment; all the members present.

The following witnesses were examined:

No. 91. Samuel T. Hartt, Norfolk, Virginia.

No. 92. Robert Leigh, Brooklyn navy yard.

The committee proceeded to consider a statement of facts in regard to the coal agency. After discussion, a vote was taken as follows:

Yeas—The Chairman, Messrs. Ritchie and Ready.

Nays—Messrs. Bocock and Groesbeck.

Resolutions upon the same subject, submitted by Mr. Sherman, were approved by Messrs. Sherman and Ritchie, and not approved by Messrs. Ready, Bocock, and Groesbeck.

Adjourned to meet to-morrow morning, at 10 o'clock.

JOHN SHERMAN, *Chairman*.

FRIDAY, *February* 18, 1859.

The committee met pursuant to adjournment; all the members present.

The following witnesses were examined:

No. 93. Simeon Chapman, Brooklyn navy yard.

No. 94. George A. Blood, New York.

The committee proceeded to consider a statement in relation to live-oak contracts and management of the navy yards of the United States; without concluding, the further consideration of the subjects were postponed until to-morrow.

Adjourned to meet to-morrow morning, at 11 o'clock.

JOHN SHERMAN, *Chairman*.

SATURDAY, *February* 19, 1859.

The committee met pursuant to adjournment; all the members present.

The Chairman submitted a statement of the general results of the investigation, concluding with the following resolutions:

Resolved, That the Secretary of the Navy has, with the sanction of the President, abused his discretionary power in the selection of a coal agent, and in the purchase of fuel for the government.

Resolved, That the contract made by the Secretary of the Navy, under date of September 23, 1858, with W. C. N. Swift, for the delivery of live-oak timber, was made in violation of law, and in a manner unusual, improper, and injurious to the public service.

Resolved, That the distribution by the Secretary of the Navy of the patronage in the navy yards among members of Congress was destructive of discipline, corrupting in its influence, and highly injurious to the public service.

Resolved, That the President and the Secretary of the Navy, by

receiving and considering the party relations of bidders for contracts with the United States, and the effect of awarding contracts upon pending elections, have set an example dangerous to the public safety, and deserving the reproof of this House.

Resolved, That the appointment by the Secretary of the Navy of Daniel B. Martin, chief engineer, as a member of a board of engineers to report upon proposals for constructing machinery for the United States, the said Martin at the time being pecuniarily interested in some of said proposals, is hereby censured by this House.

Mr. Bocock, without submitting any general statement of the facts, proposed the following as a substitute for the foregoing resolutions :

Resolved, That the testimony taken in this investigation discloses the existence of glaring abuses in the Brooklyn navy yard, such as require the interposition of legislative reform ; but justice requires us to say that these abuses have been slowly and gradually growing up during a long course of years, and that no particular administration should bear the entire blame therefor.

Resolved, That it is disclosed by the testimony in this case that the agency for the purchase of anthracite coal for the use of the Navy Department has been for some time past in the hands of a person wholly inefficient and grossly incompetent, and that reform is needed in the regulations which exist on that subject ; but there is no proof which traces any knowledge of such incompetency and inefficiency to the responsible authorities in Washington, nor any which shows that the need of reform grows especially out of any act of theirs ; on the contrary, it is expressly proven that the supply of coal for the navy service has been purchased during this administration upon terms relatively as favorable as ever before.

Resolved, That while we could never sanction or approve any arrangement on the part of an officer of the government which, under pretence of making contracts for supplies, was designed to confer especial and exclusive favors, yet, in the contract entered into in September, 1858, between the Secretary of the Navy and W. C. N. Swift, for the supply of live-oak to the Navy Department, it is already proven by the testimony that if the Secretary did contemplate any favor to said Swift he did not intend to do so to the detriment of the government ; but that in all he did in this matter he kept always in view the good of the public and the interests of the service.

Resolved, That in the letting of the contracts for the construction of the steam machinery for the vessels of the navy during the present administration nothing has been shown which calls for the interposition of the Congress of the United States, but it is manifest that the present head of the Navy Department has displayed a very laudable zeal to secure the greatest amount of speed and efficiency attainable in said vessels.

The question being taken, the substitute was agreed to as follows :

Yeas—Messrs. Bocock, Groesbeck, and Ready.

Nays—The Chairman and Mr. Ritchie.

Mr. Bocock moved that the committee adjourn until Monday morning at 10 o'clock, in order to give the majority an opportunity to

draw up such a statement as they might desire to accompany the resolutions.

The motion was agreed to, and accordingly—

The committee adjourned until Monday morning, at 10 o'clock.

JOHN SHERMAN, *Chairman*.

MONDAY, *February 21, 1859.*

The committee met pursuant to adjournment. Present: the Chairman, Messrs. Ritchie and Ready.

Adjourned to meet on Wednesday morning, at 10 o'clock.

JOHN SHERMAN, *Chairman*.

WEDNESDAY, *February 23, 1859.*

The committee met pursuant to adjournment. Present: the Chairman, Messrs. Ritchie & Ready.

At 11½ a. m. there was a general understanding upon the part of the members present that, at their next meeting, some final action should be had in relation to reporting to the House the result of the examination.

Adjourned to meet to-morrow morning, at 10½ o'clock.

JOHN SHERMAN, *Chairman*.

THURSDAY, *February 24, 1859.*

The committee met pursuant to adjournment; all the members present.

Mr. Bocock submitted a report, which he moved be adopted without being read; which was agreed to, as follows:

Yeas—Messrs. Bocock, Groesbeck, and Ready.

Nays—The Chairman and Mr. Ritchie.

Mr. Bocock offered the following resolution, in addition to those submitted by him the other day:

Resolved, That nothing has been proven in this investigation which impeaches in any way the personal or official integrity of the Secretary of the Navy.

The resolution was agreed to, as follows:

Yeas—Messrs. Bocock, Groesbeck, and Ready.

Nays—The Chairman and Mr. Ritchie.

The Chairman submitted a draft of a bill, entitled "An act regulating navy yards and for other purposes."

The bill is as follows:

AN ACT regulating navy yards and for other purposes.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the commanding officer at each of the navy yards shall appoint the master workmen of the yard; each master workman, before his appointment, shall be examined by one civil or two naval officers of the yard, to be detailed for that purpose by the commanding officer, and found suitably qualified to discharge the duties of master workman. The master

workmen shall hold their places three years, unless removed by the commanding officer for good cause, to be reported to the Bureau of Yards and Docks, and shall be subject to roll-call in the same manner as other workmen. Each master workman shall select the workmen under him, subject to the approval of the commanding officer. The number of master workmen and of employés under them shall be fixed by the naval constructor and constructing engineer, each for his department, and shall be increased or diminished upon their written requisitions, approved by the commanding officer.

SECTION 2. *And be it further enacted*, That no master workman or employé in the yard shall be appointed who is recommended by any member of Congress or officer of the government, whose duty is not within the yard; and employés shall be discharged only for misconduct, inefficiency, or want of work.

SECTION 3. *And be it further enacted*, That materials for the navy, except as is provided by law, shall not be purchased by open purchase, unless the article needed is not embraced in an existing contract, and time will not permit of delay; and in such case it shall be purchased upon the requisition of the naval constructor or constructing engineer, approved by the commanding officer, and a master workman detailed for each purchase by the commanding officer, and in accordance with the regulations of the department.

SEC. 4. *And be it further enacted*, That a naval storekeeper shall be appointed for each yard, in the same manner, and for the same time, as the navy agent, at a salary of \$1,700 a year, who shall give bond, and perform such duties as may be prescribed by the Navy Department. He shall, in connexion with an officer or inspector detailed for this duty by the commanding officer, inspect all articles purchased for the government, both as to quality and price. He shall make to the proper bureau a monthly statement of all articles purchased on open purchase, with the price paid and the fair market price.

SEC. 5. *And be it further enacted*, That no officer or employé in the yard shall, during his term of office, be engaged in any other employment than his duty in the yard.

SEC. 6. *And be it further enacted*, That the commanding officer shall, at the end of each fiscal year, cause a detailed inventory to be taken of all materials and stores on hand, and of the amount received and expended during the year, and report the same to the proper bureau.

SEC. 7. *And be it further enacted*, That the Secretary of the Navy is authorized and required to prepare and enforce a code of regulations for the government of the navy yards, consistent with existing laws.

SEC. 8. *And be it further enacted*, That all coal for the use of the navy shall hereafter be furnished by contract, by the lowest bidder; the contract to be made in the mode prescribed by law for the supply of other materials for the navy. The Secretary of the Navy shall annually appoint a person skilled as a coal dealer an inspector of coal, who shall reside in Philadelphia, and, during his term of office, shall not purchase coal on his own account, or for others, and shall receive a compensation not exceeding \$2,000 per annum. He shall cause to

be weighed and measured, at the expense of the contractor, all coal for the government, and shall carefully inspect and reject all that is not of the quality prescribed by the contract. He shall, under the direction of the Secretary of the Navy, contract for the transportation of coal to the ports in places where needed for the public service, and shall make monthly reports of his proceedings to the Bureau of Construction, Equipment, and Repairs.

SECTION 9. *And be it further enacted*, That if any member of Congress shall directly or indirectly procure, or aid in procuring for any person or persons, or company, any contract with, or work for the United States, made, or to be made with any person authorized to make contracts on the part of the United States, and shall receive or contract to receive, directly or indirectly, any money or property for any interest or share in said contracts, or the proceeds or profits thereof, every member so offending shall, upon conviction thereof, be adjudged guilty of a high misdemeanor, and shall be fined _____, and be imprisoned not to exceed _____, or both, at the discretion of the court.

Without expressing an opinion upon the merits of the bill, the committee authorized the Chairman to report it to the House, without asking that body to take any action upon it.

On motion, it was

Ordered, That the House be asked to print 5,000 additional copies of the report and testimony in this case.

It was also

Ordered, That a report be made to the House this morning of the testimony, &c., in this investigation.

Adjourned sine die.

JOHN SHERMAN, *Chairman.*

CORRESPONDENCE OF THE NAVY DEPARTMENT WITH THE COMMITTEE.

NAVY DEPARTMENT, *January 27, 1859.*

SIR: Your letter of the 25th instant has been received.

Referring to my letter to you of the 24th instant, I now have the honor to transmit herewith the remainder of the information called for in the first five clauses of the resolution of the committee. The contracts for the machinery for the 13-foot draught sloop building at Norfolk and the 10-foot draught sloop building at Philadelphia have not yet been signed. The forms in which the contracts have been sent to the parties for signature are herewith transmitted.

I also enclose the information called for in the 7th and 9th clauses of the resolution. The answers to the other clauses will be furnished as soon as possible.

I am, very respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. JOHN SHERMAN,

*Chairman Special Committee, &c., &c.,
House of Representatives.*

NAVY DEPARTMENT, *January 28, 1859.*

SIR: Will you be kind enough to inform me from what date the committee desires the information called for in the following clause of its order upon this department, viz: "The cost for each year of the government expenditures in the navy yards, and the increase and repairs of vessels, and the employés connected therewith, arranged in tabular form, and showing, as far as practicable, each class of said expenditures in separate columns?"

If this inquiry should extend back many years, it would be impossible to comply with the request of the committee before the adjournment of Congress.

I have the honor to be, very respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. JOHN SHERMAN,

*Chairman Special Committee, &c.,
House of Representatives.*

NAVY DEPARTMENT, *February 1, 1859.*

SIR: I have the honor to transmit herewith copy of a contract between the department and Messrs. Dickerson & Sickles, which should have accompanied the papers sent to you a few days since.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. JOHN SHERMAN,

*Chairman Special Committee,
House of Representatives.*

NAVY DEPARTMENT, *February 2, 1859.*

SIR: I have the honor to enclose herewith copy of a report of the 1st instant, from the chief of the Bureau of Yards and Docks, in answer to the 8th clause of the order of the special committee, dated the 21st ultimo.

The causes of the "increase and diminution" in the number of men employed in the Brooklyn yard, as stated in the letter from the chief of the Bureau of Yards and Docks of the 27th ultimo, to which he refers in the accompanying report, were presumed to have been from the "necessities of the service in the preparation and despatch of the Paraguay expedition, the hastening the completion of the new sloops, and equipping the Niagara, St. Louis, San Jacinto, and store-ships."

I am, very respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. JOHN SHERMAN,

*Chairman Special Committee, &c.,
House of Representatives.*

NAVY DEPARTMENT, *February 1, 1859.*

SIR: I have the honor to transmit herewith a report from the chief of the Bureau of Yards and Docks, in answer to the 10th, 11th, and 12th clauses of the order of the committee of 21st January on this department.

It is stated in the report, as you will perceive, that no correspondence has taken place between the bureau and members of Congress since 4th March, 1857, in relation to the change or appointment of master workmen. Such as may be on file in this office on that subject will be furnished as soon as copies can be made, in compliance with the request of the committee.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. JOHN SHERMAN,

*Chairman Special Committee,
House of Representatives.*

NAVY DEPARTMENT, *February 4, 1859.*

SIR: In reply to the second interrogatory of the second series propounded by the investigating committee of which you are the chairman, I have the honor to transmit herewith a copy of a communication from the chief of the Bureau of Yards and Docks, in whose views I concur.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. JOHN SHERMAN,

Chairman of the Special Committee, &c., House of Rep's.

NAVY DEPARTMENT, *January 24, 1859.*

SIR: I have the honor to acknowledge the receipt of your letter of the 21st instant, transmitting a copy of the resolution under which the special committee of which you are the chairman is acting, and a series of resolutions adopted by the committee, calling for information from this department.

In compliance with your request, I will furnish each branch of the information as soon as practicable, without waiting for the completion of the whole, and especially that embraced in the first five clauses of the resolution of the committee.

I have now the honor to transmit herewith the information therein called for in relation to the first of the series of contracts made under the acts of March 3, 1857, and June 12, 1858, for the construction of the steam sloop-of-war Brooklyn, and to state that the whole available force of the office has been called into requisition since the receipt of your letter at noon of Saturday, but it has not been able to make copies of all the papers relating to the other bids, contracts, &c., under the above named acts.

The committee may rely upon the ready co-operation of the department in the accomplishment of its business, and the information it desires will be afforded as promptly as practicable.

I am, very respectfully, &c.,

ISAAC TOUCEY.

Hon. JOHN SHERMAN,

Chairman of the Special Committee, &c., &c., H. R.

H. Rep. Com. 184—9

NAVY DEPARTMENT, *February 12, 1859.*

SIR: I have the honor to transmit herewith, in compliance with the eleventh clause of the order of the special committee, of the 21st ultimo, a part of the correspondence (copies) on file in the department "with members of Congress since March 4, 1857, relating to the change or to the appointment of master workmen."

The residue will be transmitted as soon as it can be copied.

I am, very respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. JOHN SHERMAN,

Chairman Special Committee, &c., House of Representatives.

NAVY DEPARTMENT, *February 9, 1859.*

SIR: In compliance with your letter of the 26th ultimo, I have the honor to transmit herewith copies of letters from the Bureau of Yards and Docks to the commandant of the Brooklyn navy yard, during the year 1858, marked A; copies of letters to the Bureau of Yards and Docks from Commander Rootes and Civil Engineer Graham, during the year 1858, marked B; and copies of the correspondence between Commander Rootes and Civil Engineer Graham, obtained from the files of the Brooklyn navy yard, for the year 1858, marked C; also a copy of an explanatory letter from the chief of the Bureau of Yards and Docks to this department, dated the 8th instant.

I am, sir, very respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. JOHN SHERMAN,

Chairman Special Committee, &c., &c., House of Rep's.

NAVY DEPARTMENT, *February 16, 1859.*

SIR: I have the honor to transmit herewith a report from the chief of the Bureau of Yards and Docks, and accompanying papers, in answer to the sixth clause of the order of the special committee, &c., dated the 21st ultimo, upon this department.

I am, very respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. JOHN SHERMAN,

Chairman Special Committee, &c., House of Rep's.

INDEX.

	Page.
Report of the Majority	1
Report of the Minority	55
Communication from the Secretary of the Navy to the Committee.....	90
Journal of the Committee.....	97
Correspondence with the Navy Department.....	119

PART I.

TESTIMONY

IN RELATION TO

THE APPOINTMENT OF A COAL AGENT,

AND

THE PURCHASE OF COAL

FOR THE

NAVAL SERVICE OF THE UNITED STATES.

PART I.

TESTIMONY

OF WITNESSES

THE APPOINTMENT OF A COAL AGENT

AND

THE PURCHASE OF COAL

FOR THE

NAVY SERVICE OF THE UNITED STATES

COAL AGENCY.

No. 14.—TESTIMONY OF JOHN LENTHALL, NAVY DEPARTMENT.

JANUARY 29, 1859.

JOHN LENTHALL called and examined.

By the Chairman:

Question. What is your official position?

Answer. I am chief of the Bureau of Construction, Equipment, and Repairs, in the Navy Department.

Question. What is your department of business? Of what have you charge?

Answer. The building and construction of vessels.

Question. What is included in the word "equipment?"

Answer. "Equipment" technically includes the rigging and fitting of a ship, sails, cables, anchors, water-tanks, &c.

Question. Does it include the coal?

Answer. That is a part of the stores of a vessel.

Question. What is the total amount estimated for your department for the fiscal year ending June 30, 1860, according to the printed estimates?

Answer. Under the head of general appropriation there is \$3,100,000; and then there is a sum of \$674,000, to finish the seven sloop-of-war and the one side-wheel steamer now in process of construction, and ordered by Congress at its last session; making in all \$3,764,000.

Question. Is there any public document showing the detail of the estimates for construction and repairs?

Answer. No, sir; with that estimate there is a report made to the Secretary, but that does not show all the details.

Question. How do you get at the estimates in your bureau?

Answer. We base them upon the actual amount expended from year to year in a great measure. They are of such a nature that you cannot define all the points.

Question. What portion of this sum is for coal?

Answer. I cannot remember that; I think we estimated for 56,000 tons, and I think that we estimated that the average cost all around, including foreign and domestic freight and everything, would be fifteen dollars a ton.

Question. Where is your coal purchased?

Answer. From coal agents specially appointed by the department.

Question. Where are these coal agents stationed?

Answer. One of them, I think, is in Reading, Pennsylvania; the other one, I think, is in Baltimore. One is for the purchase of anthracite coal, and the other for the purchase of bituminous coal.

Question. Are there any other agents but these two?

Answer. No, sir.

Question. How do these agents purchase the coal?

Answer. On open purchase; I merely give orders to have so much coal purchased and delivered at a certain point—Philadelphia, for instance—for shipping.

Question. Who is the agent at Reading?

Answer. Mr. Hunter.

Question. Who was the previous agent?

Answer. A gentleman who lived there—a Mr. Tyson.

Question. What connexion has Mr. Beach with furnishing this coal?

Answer. I do not know that he has any connexion with it, more than the coal agent appears to purchase of him as other coal agents purchase of dealers.

Question. Does he not sell to this coal agent all the coal that he purchases?

Answer. I think that many of the bills are in his name.

Question. Are not all?

Answer. I do not know that. I think that other parties sell to him.

Question. Have you not had formal complaints made to you by coal agents in Philadelphia that all the coal is supplied by Mr. Beach?

Answer. No, sir; not that I know of. No such complaints have been made to the bureau.

Question. Do you know any of the firms whose names are attached to this paper?

PHILADELPHIA, *January 21, 1859.*

SIR: The undersigned, regularly engaged in the mining and selling coal, beg leave to represent to your committee that immediately after the accession of Mr. Toucey to the Navy Department he directed that all the anthracite coal for the navy should be procured in this city, and that, although the regulation has been carried out, yet it has all been purchased from one firm. That, by so doing, all competition in supplies of coal has been cut off, to the injury of the department, who have now no means of knowing the market value.

We invite inquiry into this matter, and beg that your committee will

recommend to Congress that they enact a law that coal, like other supplies, shall be advertised for in due form.

Very respectfully, your obedient servants,

ROMMELL, POTTS & CO.

DAVIS, PEARSON & CO.

NOBLE, HAMMACK & CALDWELL.

NEVIN, SAWYER & CO.

C. A. PACKER & CO.

LEWIS RUTRAMEL.

VAN DUSEN, NORTON & CO.

CAIN, HACKER & COOK.

HARRY CONRAD,

President of Buck Mountain Coal Co.

BLAKISTON & COX.

ANDENNIA & CO.

CHARLES MILLER & CO.

HAYES & GODSHALL.

BAUM, OGLE & CO.

REPPLIER & BRO.

W. STURTEVANT & CO.

JAMES COX,

President of Lehigh Coal and Navigation Co.

JONES & COLE.

Hon. JOHN SHERMAN,

Chairman of Committee of Congress

for Investigating Naval Contracts, &c.

Answer. No, sir; I do not know any of them.

Question. Then none of these gentlemen, so far as you know, have furnished coal to the department?

Answer. No, sir; I do not recognize their names?

Question. What is the name of Mr. Beach?

Answer. It is not Mr. Beach; the company is Tyler, Stone & Co. I think Mr. Beach is one of the firm.

Question. Are you sure that he is one of the firm?

Answer. No, sir; except that I have seen his name on letters.

Question. What is the amount of coal furnished by him at Philadelphia?

Answer. Nearly all that is used by the bureau in which I am; which is nearly all anthracite.

Question. Do you not also use bituminous coal?

Answer. We use a small quantity of bituminous coal.

Question. What relation does Mr. Beach bear to the Secretary of the Navy?

Answer. I do not know.

Question. Have you seen Mr. Beach?

Answer. Yes, sir; off and on.

Question. Is he not said to be a relation of the Secretary of the Navy?

Answer. He is said to be?

Question. Is he recognized by the Secretary as a nephew?

Answer. I have understood that he is a relation, but I do not know that he is.

Question. Do you know what he gets for purchasing this coal?

Answer. He gets five per cent.

Question. Who gets it?

Answer. The coal agent.

Question. Do you know anything about the arrangements between the coal agent and Mr. Beach?

Answer. I do not.

Question. Do you know any reason why Mr. Beach was not appointed coal agent directly.

Answer. No, sir.

Question. How old a man is this Mr. Beach?

Answer. I should think he was about 30; quite a young man.

Question. Is he a married man?

Answer. I think he is.

Question. How long has he resided in Philadelphia?

Answer. I do not know.

Question. Did you know him before March, 1857?

Answer. No, sir; I never saw him until his connexion with this coal business.

Question. How long previous to March, 1857, have you been in your bureau?

Answer. I have been there since 1854.

Question. Who furnished coal before that time?

Answer. Various parties, coal dealers in Philadelphia.

Question. Name some of them?

Answer. Repplier furnished some, I think; I have seen bills in his name.

Question. Up to March, 1857, was not the coal purchased by contract from different parties?

Answer. No, sir, I think not. I have never known any other way, except by orders from the coal agent.

Question. Do you know whether he advertised for bids prior to the last year or two?

Answer. I do not know.

Question. What restraint is there upon the coal agent as to price?

Answer. None, but that one of the bureau shall be satisfied that it is a fair market price?

Question. Are they instructed by the bureau to furnish the best quality for a fair market price?

Answer. Yes, sir.

Question. Were there any other instructions to the agent but those you have named?

Answer. I do not know.

Question. Has he any bond to the bureau?

Answer. I think he has with the Navy Department. I do not know.

Question. What is his compensation?

Answer. A commission of five per cent. upon the cost of the coal, and five per cent. upon the freight to Pensacola, Boston, or any where within the United States.

Question. Has any complaint been made to you that this per centage is divided, or arranged or compounded, directly or indirectly, between the agent and the contractor?

Answer. No, sir.

Question. Have no such complaints been made?

Answer. No, sir.

Question. What is the aggregate amount of coal purchased by this agent in Reading.

Answer. I cannot tell.

Question. As near as you can get to it?

Answer. I do not think I could say from recollection. It would be very easy for me to ascertain the amount and to furnish it.

Question. You will please furnish this committee with the precise amount of coal purchased by the agent in Reading?

Answer. [See Appendix "A" to this deposition.]

Question. What is the amount of per centage to this agent? What does he get in the course of a year?

Answer. I think that last year it was as much as \$7,000 or \$8,000.

Question. Not more than that?

Answer. I think not; that is the amount of the bills I have approved.

Question. How can it be that his compensation does not exceed \$7,000 or \$8,000, when he gets five per cent. upon the cost of the coal, and your bureau have estimated that your bureau will need \$800,000 and over for coal during the next fiscal year?

Answer. The greater amount of this estimate is for freight on this coal. For example, in sending coal to China we pay \$10, \$11, and \$12 per ton freight. Upon that the coal agent gets no commission.

Question. Then in this cost of \$15 a ton which you stated you estimated for the coal you estimate all the freight?

Answer. Yes, sir.

Question. Who fixes the rate of compensation of this coal agent?

Answer. The department.

Question. Is there any law authorizing the Secretary of the Navy to appoint these coal agents?

Answer. I think there is a law authorizing him to purchase coal in open market, and I suppose that would carry with it the means of executing that law. I am pretty sure there is a law authorizing the purchase of coal by the Secretary of the Navy, the mode and manner of which is left to him.

Question. Do you know any law or provision of law specially authorizing the appointment of coal agents?

Answer. I do not.

Question. Is there any mode pointed out by law by which the coal shall be purchased? Does the law limit it to open purchase?

Answer. I do not know that it is.

Question. How long has this mode been continued?

Answer. It was practiced in the department before I went there.

Question. Who fixes this rate of compensation?

Answer. It has been so since I have been there.

Question. Does the amount of coal used under the Navy Department increase continually?

Answer. Yes, sir; every year as the steam navy increases, the amount of coal required also increases.

Question. Do you know what this coal costs the government at the coal yard in Philadelphia?

Answer. I think the coal is charged to us at \$3 85 per ton.

Question. Is this coal delivered by Mr. Beach directly to the government?

Answer. It is delivered, in the name of the coal agent, to the government, and the coal agent forwards to us the bill.

Question. Does the coal agent live in Philadelphia?

Answer. I presume he lives in Reading.

Question. How is this coal inspected?

Answer. By the coal agent.

Question. Is there any inspection except by the coal agent?

Answer. No, sir.

Question. Has he an office in Philadelphia?

Answer. I do not know; we address him at Reading.

Question. How far is Reading from Philadelphia?

Answer. I do not know; it may be 100 miles; it is a day's journey.

Question. Does Mr. Beach quarry this coal himself, or does he buy it?

Answer. I do not know.

Question. Do you know where he gets it?

Answer. I do not know, except that he is a coal dealer.

Question. Do you know any of this firm, Tyler, Stone & Co., of which Mr. Beach is a member?

Answer. No, sir. Upon one occasion, while passing through Philadelphia, I stopped at Mr. Tyler's office to see Mr. Tyler. We were shipping some coal from Baltimore for the Paraguay expedition, and I stopped there to see if it had gone on.

Question. Were your business transactions all with Mr. Beach?

Answer. No, sir; with the coal agent.

Question. Was not Mr. Beach at the department frequently?

Answer. Yes, sir; he came in there, but I had no official communication with him.

Question. When was this coal agent appointed?

Answer. I do not know; nine months ago, probably.

Question. Upon whose recommendation?

Answer. I do not know.

Question. When was Mr. Beach employed by the coal agent?

Answer. I do not know.

Question. Do you know what contract there is between Mr. Beach and the coal agent?

Answer. I do not.

By Mr. Bocock:

Question. How does the price of coal under Mr. Toucey's administration compare with the price of it under the former administration?

Answer. I do not remember what our previous bills were, but I can easily ascertain it. Our present bills are \$3 85 the long ton.

Question. Then you do not remember what it was previously?

Answer. No, sir; so many bills pass through my bureau that I cannot keep them all in my mind.

Question. Whenever the law authorizes articles to be purchased in open market, what is the plan of the department? I mean, what is the instrumentality they use for the purchase of articles that are purchased in open market?

Answer. The commandant of the yard makes a requisition upon the navy agent.

Question. That is in regard to articles needed in the navy yard. Is an agent necessary whenever an article is to be purchased in open market? You speak of a law authorizing the Secretary of the Navy to purchase coal in open market. Is it necessary to have an agent to do that?

Answer. I should think an agent could do it better than it could be done without one.

Question. Do you purchase American water-rotted hemp in open market?

Answer. Yes, sir.

Question. Have you a hemp agent?

Answer. Yes, sir.

Question. For what other articles do you have agents?

Answer. There is nothing in my bureau that I have to purchase but hemp and coal for which there is an agent.

By Mr. Groesbeck:

Question. When you have to lay in a large amount of articles, such as coal and hemp, is it usual to have an agent appointed?

Answer. Yes, sir, for hemp and coal it is.

Question. How long has this been the practice in the department?

Answer. It was so in 1854, when I went there.

By Mr. Bocock:

Question. How many coal agents are there?

Answer. There are two of them.

Question. You have mentioned Mr. Hunter, of Reading; where is the other one?

Answer. In Baltimore.

Question. What is his name?

Answer. Mr. Polk.

Question. Does not a compensation of five per cent. on the price of the coal make it to the interest of the coal agent to put the price as high as he can?

Answer. Not if he is an honest and upright man.

Question. What check is there upon it?

Answer. Nothing, except that we can ascertain what the market price is?

Question. Do you inspect the bills when they come?

Answer. They all come to me.

Question. Suppose that you find a bill that you consider too high?

Answer. I would stop it, and refer it to the Secretary of the Navy.

By the Chairman:

Question. Did you ever stop any bills of this kind?

Answer. No, sir; I never stopped any coal bills. So far as I could judge, \$3 85 a ton seemed to me to be a pretty fair price.

Question. You will please furnish a statement of the amount of coal purchased by your bureau since the 4th of March, 1857; the name of the agent purchasing it; when, where, and from whom purchased by the agent; the per centage and compensation allowed the agent; the cost of the coal at the place where delivered to the government, and the aggregate cost for each year when consumed by the government.

Answer. [See Appendix "A" to this deposition.]

Question. How is this coal transported to the place of consumption?

Answer. For the domestic ports the coal agent charters vessels to take it.

Question. You mean by that the coal used within our own limits?

Answer. Yes, sir; it is housed in the navy yard ready to be used on board ships. We generally have a thousand tons at each yard when it would be likely to be called for.

Question. Then for the purpose of carrying this coal to these yards the coal agent charters the vessel?

Answer. Yes, sir.

Question. Have you any restraints upon his charter contracts for carrying this coal?

Answer. No, sir; we have to take his certificate.

Question. What is the proportion of coal used within the jurisdiction of the United States and that used beyond it?

Answer. The table will show.

Question. Who charters the vessel when the coal is to be carried abroad to be consumed?

Answer. I do that.

Question. How?

Answer. I ascertain from merchants the rates of freight. I write on to Philadelphia, Baltimore, New York, or wherever we can get the vessels, and get the best terms we can get them upon. Upon those charters the coal agent has no commission.

By Mr. Groesbeck:

Question. I would ask whether, in the purchase of coal, in any case, more than the market price has been paid?

Answer. I think all the coal has been at \$3 85 per ton that I have seen bills for, and that did not strike me as being over the market price.

Question. You consider the price reasonable?

Answer. I thought so; it seemed to be so to the best of my judgment.

By Mr. Boccock:

Question. Did you take any steps to ascertain the market price of coal?

Answer. Only from noticing it in the newspapers. I know, for example, what coal costs here which I get for my own use.

By Mr. Groesbeck:

Question. Do you consider it necessary to have any further check in the purchase of coal than you have already in your department? Do you think there are enough checks upon abuses?

Answer. I think there are enough at present.

Question. Would you correct the arrangement in any way by which you would procure coal? I ask you as an expert in the matter.

Answer. I think, as to the price, we have the power to correct it now.

Question. Then you would make no alterations?

Answer. No, sir; not in that.

By Mr. Boccock:

Question. What power have you over abuses that might be committed by this coal agent as regarding these charter matters?

Answer. If it was something that was prominent and striking, I would stop his bill immediately; it would not be paid, like any other bill that would come to us.

By the Chairman:

Question. I would call your attention to the following provision of the act of Congress of March 3, 1843:

"All provisions and clothing, hemp, and other materials, of every name and nature, for the use of the navy, and the transportation thereof, when time will permit, shall hereafter be furnished by contract by the lowest bidder, as follows," &c.

Why is not that provision observed in regard to coal?

Answer. I think there is a special law in relation to that, as well as to hemp.

Question. Under date of September 28, 1850, there is a provision of law, as follows:

"The Secretary of the Navy is hereby directed, in making contracts and purchases of articles for naval purposes, to give the preference, all other things (including price and quality) being equal, to those articles of the growth, production, and manufacture of the United States; and in the article of fuel for the navy, or naval stations and yards, the Secretary of the Navy shall have power to discriminate and purchase, in such manner as he may deem proper, that kind of fuel which is best adapted to the purpose for which it is to be used."

Is that the law to which you refer?

Answer. Yes, sir, I think it is.

Question. Where do you get your live-oak?

Answer. That is obtained on contract.

Question. Who is the contractor for the delivery of live-oak?

Answer. The present contractor is Mr. Swift.

Question. Of what place?

Answer. I think of New Bedford; we address him there.

Question. Was that arrangement made with him by open contract or by public advertisement?

Answer. By public advertisement.

Question. You are sure of that?

Answer. Yes, sir.

Question. When was it that the contract was given to Mr. Swift?

Answer. There was one contract under the advertisement in 1857 and another under the advertisement of 1858. I do not remember the exact dates. The contractor who made the lowest bid failed to comply with his bid, and then the live-oak was contracted to Mr. Swift.

Question. Was there a new advertisement then?

Answer. No, sir.

Question. How was it let to Mr. Swift?

Answer. At the rate proposed by the lowest bidder, who failed to comply with the contract.

Question. Are the papers in relation to the live-oak contracts published in any document?

Answer. They are reported in the report from the Navy Department up to June, 1858.

Question. What has been the amount of the disbursements during the last fiscal year for live-oak?

Answer. I cannot give you the amount, for the contract is not yet completed.

Question. Please prepare a statement of the amount of live-oak furnished since the 4th of March, 1857.

Answer. [See Appendix "B" to this deposition.]

Question. Under what head of appropriations is live-oak included?

Answer. Increase and repairs.

Question. What was the amount of the appropriation of last year in one item for increase and repairs?

Answer. I cannot remember; I suppose it may be found in the printed papers.

By Mr. Groesbeck:

Question. What do you mean by "increase" in that connexion?

Answer. It is a term that Congress has adopted and directed to be used.

Question. It does not authorize you to increase the number of vessels?

Answer. No, sir; it is merely a term used. It includes armaments also, with which I have nothing to do.

Question. Is there any document in your bureau showing the details of these expenditures?

Answer. No, sir; but this committee have called for a list of the ships repaired and the amount of work done, and we are preparing that now.

Question. Is there any document showing the details of the expenditures?

Answer. No, sir.

By the Chairman :

Question. What other heads of expenditure are contained under this item of increase and repairs?

Answer. None; this appropriation is for maintaining and keeping up the vessels afloat.

Question. Are you an officer of the navy?

Answer. No, sir; I am a ship builder by profession, and employed as such.

Question. Can you tell whether the vessels of the United States built ten years ago are suitable for modern service of the navy?

Answer. Yes, sir; we have many vessels built ten years ago that are now in service.

Question. How many of them?

Answer. Nearly all our sailing frigates and a number of our sailing sloops-of-war. Some of our ships are much older than that.

Question. Does any document show when each vessel was built?

Answer. The Navy Register gives the date of the construction of the vessels.

Question. How many master workmen are there in the Brooklyn navy yard under the charge of the Bureau of Repairs, Increase, &c.?

Answer. I have nothing to do with that.

Question. In the repair of the vessels there do you not have the control of the workmen engaged upon them?

Answer. No, sir.

Question. Where are the vessels of the government repaired?

Answer. In the navy yards.

Question. Have you any supervision over the men engaged there?

Answer. No, sir; my directions go to the commodore, who commands them, and the naval constructor, who carries them out. My instructions are all technical and mechanical.

Question. Does the naval constructor expend the money for that purpose?

Answer. It is expended under the orders of the commodore. We estimate for the money in our appropriation with which to pay it.

Question. Who disburses this money?

Answer. The purser, on the regular pay-roll.

Question. Has the navy agent anything to do with it?

Answer. Nothing.

Question. Who disburses the money for the coal and the live-oak?

Answer. All those bills are paid by the navy agent.

Question. Can you state the aggregate of the money paid by the navy agents in the United States?

Answer. Yes, sir, so far as they have drawn upon this bureau.

Question. Does the navy agent disburse for different bureaus?

Answer. Yes, sir.

Question. Does not the whole of these two heads of appropriation

for the navy yard, for construction and for repairs, pass through the hands of the navy agent?

Answer. All bills are paid by him, except bills for labor.

Question. Who pays the bills for labor?

Answer. The purser, who draws the money from the department.

Question. Does the purser in each yard pay the men at work in the yard?

Answer. Yes, sir; at least it was so when I was in a navy yard, and I was there for many years.

Question. The navy agents, then, pay for everything, except for daily labor?

Answer. Yes, sir; the pay-rolls for labor are filed in the Treasury Department, and they constitute the vouchers for the purser.

Question. Why cannot the navy agent purchase coal as well as other materials?

Answer. I suppose he could.

Question. Is there anything, except the direction of the Secretary of the Navy, to prevent him from doing it?

Answer. There was one period when the navy agent did purchase the coal, but that practice was abandoned. I do not know why.

Question. Do you know any law changing the mode of purchasing, or requiring the special agent to pay for coal, or hemp, except the construction you place upon that law of 1850?

Answer. No, sir; that is all.

Question. What is the amount of hemp supplied for the navy of the United States?

Answer. I think we use about 800 tons.

Question. What is the cost of hemp?

Answer. American hemp costs us \$280, \$290, and \$300 a ton.

Question. Who purchases the hemp?

Answer. It is purchased in open market in Boston, except the American hemp, which is purchased by a special agent.

Question. Who is this special agent?

Answer. Mr. Sanders.

Question. Where does he reside?

Answer. In Lexington, Kentucky.

Question. By whom is he appointed?

Answer. By the Secretary of the Navy.

Question. What is his compensation?

Answer. A thousand dollars a year.

Question. Do you know the reason why a different mode of compensation was adopted for the coal agent?

Answer. I do not.

Question. Who is the agent at Boston who purchases the foreign hemp?

Answer. It is purchased there by the commandant of the yard, under the direction of the bureau.

Question. Who pays the bills?

Answer. The navy agent.

Question. Is it purchased in the same manner as other materials for the navy yard are purchased?

Answer. Yes, sir, by open purchase.

Question. Do you make any discrimination in favor of domestic hemp?

Answer. We are paying a higher price, although by law, I think, it is required to be the same. However, it really costs us more.

Question. Who fixes the price?

Answer. It is graduated by the price for Russian hemp, and that varies.

Question. Is there any limitation upon the price to be paid by the agent at Lexington?

Answer. Yes, sir; he is limited in the price he is to pay for the hemp he purchases.

Question. What proportion of this appropriation under this head is paid out for labor, and what proportion for repairs, &c.?

Answer. I cannot say; about one-half of it, I should think. Generally, in the repairs of ships, the labor approximates the cost of the materials.

Question. Is there any other article than live-oak purchased under your bureau by contract?

Answer. All articles that we can enumerate we purchase by contract.

Question. What proportion is that?

Answer. I cannot say. We try to contract for all we can. There are some things that we cannot embody in a schedule.

Question. How are they purchased?

Answer. In open market.

Question. By whom?

Answer. The navy agent.

Question. Have any complaints been filed in your department against the navy agents for giving too high prices, or for not allowing a fair competition?

Answer. I do not think I have any such complaints on our records.

Question. Have any complaints been made against the navy agent of New York?

Answer. No, sir, not by individuals.

Question. By anybody?

Answer. I think not. I do not recollect of any such complaints. I sometimes stop bills myself for examination.

Question. What is usually done in such cases?

Answer. If they are rated too high we make them alter the bills.

Question. Have they ever altered a bill?

Answer. I think they have.

Question. What ones?

Answer. I cannot call to mind any particular ones; but I have that impression.

Question. Did you send these bills back to the navy agent?

Answer. I sent them back to the navy agent, or to the commandant of the yard, to know why such a price was paid. Sometimes they can give a fair explanation of it.

Question. Were there cases where the market price was lower than that paid?

Answer. I think so.

Question. And where the bill was altered to that lower price?

Answer. Yes, sir.

Question. Who made the negotiation upon the part of the government to get the price lowered?

Answer. I suppose that transaction would be between the navy agent and the party from whom he purchased the articles.

Question. How frequently would such cases occur?

Answer. I think they were not of frequent occurrence.

Question. In what navy yards have these cases occurred?

Answer. In New York and, I think, in Philadelphia.

FEBRUARY 5, 1859.

JOHN LENTHALL recalled.

By the Chairman:

Question. I wish to have you furnish information in response to the following interrogatories:

Who was the first agent appointed by the Navy Department for the purchase of coal; when and by whom was he appointed; and what was the rate and amount of his compensation?

[See Appendix to this deposition.]

What is the name or what are the names of agents since that time, and their yearly compensation for each fiscal year?

[See Appendix to this deposition.]

When was the rate and mode of compensation fixed, and what regulations prescribe the duties of the agent?

[See the Appendix to this deposition.]

By Mr. Groesbeck:

Question. You will also please state whether there has been any change since the system of coal agents was established under the law of 1850.

[See Appendix to this deposition.]

By Mr. Boccock:

Question. You will also furnish information as to whether there have been any changes made in the manner of supplying coal to vessels upon foreign stations; the character of the coal required there, and all other information that relates to that subject.

[See Appendix to this deposition.]

The witness subsequently presented the following questions and answers, embraced in the interrogatories of to-day, (February 5:)

Question. Who was the first coal agent?

Answer. The records of the Bureau of Construction show that Mr. Springer and Mr. Jameson were the first coal agents.

Question. When and by whom appointed?

Answer. Mr. Graham, the Secretary of the Navy, appointed Mr. Springer, January 15, 1851, and Mr. Jameson was appointed January 30, 1851. On the 3d of April, 1852, Mr. Graham, the Secretary of

the Navy, appointed Messrs. Howland & Aspinwall agents for the furnishing of coal for the use of the United States squadron in the East India and China seas and Pacific ocean.

Question. What kind of compensation?

Answer. Mr. Springer and Mr. Jameson were to receive a commission of five per centum on the amount of all purchases made by them, to cover all expenses of selecting, purchasing, and shipping the coal. Messrs. Howland & Aspinwall were to receive a commission of ten per centum upon the given amount of the purchase money, cost of transportation incurred, and unavoidable expenses, deducting therefrom the commission allowed the agents of the department for supplying coal within the United States. On the 11th August, 1853, the Navy Department entered into a new agreement with Messrs. Howland & Aspinwall, by which they were to receive a commission of six per centum on the cost of the coal and the freight; by this agreement they were to give a bond to the amount of one hundred thousand dollars.

Question. Name or names of agents since?

Answer. By a letter from the department of July 29, 1853, and of October 3, 1853, the services of Mr. Springer and Mr. Jameson were dispensed with, and the navy agents at Philadelphia, Baltimore, and Washington, were directed to purchase the coal. By letters of May 22 and July 3, 1854, Mr. Tyson and Mr. Polk were appointed coal agents; and by a letter of May 22, 1858, Mr. Hunter, the present agent for the purchase of anthracite coal, was appointed to succeed Mr. Tyson.

Question. The yearly compensation for each fiscal year?

Answer. The statement herewith handed in shows the amount of commissions to coal agent for each fiscal year.

Question. When was the ratio of compensation fixed?

Answer. It was fixed in the letters of appointment herewith handed in.

Question. Has it been altered, and what regulation of the Navy Department, if any, prescribes his duty?

Answer. Except with regard to the agreement with Messrs. Howland & Aspinwall, the rates have not been altered. Their duties are prescribed in the letters of appointment.

Question. Has any change been made since the system of coal agents was established in 1850?

Answer. The agents for the shipment of coal to foreign ports have been discontinued, also the purchase of coal by the navy agents, and the first system of agents has been returned to.

Question. Has any change been made in the manner of shipping coal to foreign stations and the character of the coal required there?

Answer. The coal to foreign stations was shipped by Howland & Aspinwall, who received a commission on the freight, by the vessels for the transportation of coal to foreign stations, are now taken by the department, and no commission is paid on the freight, but only on the hundred weight of coal purchased by the coal agents. The coal agent for the purchase of anthracite coal has claimed commission on these

foreign freights, but it was not allowed by the department. The coal for steamers' use, both at home and abroad, should be of the very best quality, and free from dirt and impurities—the storage in the steamer being a matter of great importance, besides the better results obtained. The freight coal is generally of an inferior quality.

FEBRUARY 14, 1859.

JOHN LENTHALL recalled.

By Mr. Bocock:

Question. How far does your position as chief of the Bureau of Construction connect you with the purchase of coal?

Answer. I give orders for its purchase and provide for the payment of the bills when rendered by the coal agent.

Question. For what particular department of the navy do you superintend the purchases?

Answer. For the ships afloat only.

Question. State the price of coal during the time you have been connected with the department?

Answer. [See table in the Appendix to this deposition.]

Question. What is the cause of the great fluctuation in the price?

Answer. In some years we made our purchases in New York, where the rates were higher than at Philadelphia, and sometimes abroad. There has also been a variation in the market price.

Question. Can you state how the coal turned out with regard to price and quality while the coal agency was suspended, and the purchases were made by the navy agents.

Answer. My best recollection is that complaints were made of it. Some was delivered at the Philadelphia yard which was much complained of.

Question. Has any change been made in your system of supplying coal upon foreign stations within the last two or three years?

Answer. None, excepting that the supplies are obtained by the department, and that no commission is paid.

Question. How long did Howland & Aspinwall send out coal?

Answer. About three years.

Question. Do you not send out more coal than you formerly did? Do you not more frequently buy your coal at the foreign stations?

Answer. We do, sir.

Question. What has been the result of this change in the plan of purchase of the coal at foreign stations?

Answer. The government saves all the expense of commissions.

Question. State the price of coal at foreign stations under the former system and under the present system?

Answer. [See tabular statement in the Appendix to this deposition.]

By Mr. Groesbeck:

Question. What is the propriety of procuring the coal here for foreign stations; can it be done as economically, or can we get a better material than we could obtain at foreign points?

Answer. At foreign stations we have to buy coal from merchants

and other persons who have shipped it there for sale, and we must buy such as the market affords. We can have no assurance that we can obtain the best coal. Our anthracite is a better article than we can buy elsewhere; and if we can continue to obtain that in good quality, I think it will be best to send it to our foreign stations as we have done.

Question. What are the advantages of the anthracite over the bituminous coal?

Answer. It occupies less space, is less liable to spontaneous combustion, wastes less in the handling, and is more cleanly and will better bear exposure to the weather.

Question. What is the advantage of having a good article of coal over an inferior article, with reference to economy of space?

Answer. It is a great point in a ship to economize room; and one of the greatest difficulties we have in making a steamship efficient is the want of room. Any improvement in machinery, boilers, or fuel, which will give us more room is very desirable.

By Mr. Bocock:

Question. Are you a judge of steam machinery?

Answer. No, sir; I do not think I am. It is not in the line of my profession, strictly.

Question. Were you appointed by the Secretary of the Navy and Mr. Archbold to give an opinion as to the award to be made to the competing bidders of the Lancaster?

Answer. I was appointed by the Secretary of the Navy with Mr. Archbold to examine certain reports made by the engineers.

Question. In order to make a recommendation?

Answer. Yes, sir; to make a recommendation of the award which would be most advantageous to the government to make.

Question. How were you able, as chief of the Bureau of Construction, to understand these reports of the engineers upon machinery, and to make recommendations in relation to them?

Answer. I could judge in respect to the weights, for example; for I should judge that the smallest weight would be best for the ship. Then as to the price, I should judge that the lowest price was preferable. These gentlemen wrote out their opinions, and I could take them as any other non-professional man could take them, with merely a general knowledge of the matter.

Question. Do you remember your opinion in that case?

Answer. I think it was in favor of the plan of Reaney, Neafie & Co.

Question. Please to furnish the order that the new sloops should be launched by the meeting of the present Congress?

Answer. [See appendix to this deposition.]

Question. Please to furnish a list of the work done at the navy yards at New York and Philadelphia in the summer and fall of 1858?

Answer. [See appendix to this deposition.]

Question. Is not the number of men employed in the different navy yards a matter somewhat under your control?

Answer. No, sir; I have no control over the number of men, their wages, or anything in relation to that.

Question. While engaged in building vessels, does not that subject belong to the Bureau of Construction?

Answer. I draw the money from which the men are paid, but I have no direct connexion with the men. That lays with the Bureau of Docks and Yards.

Question. Are you able to say that it would not be more to the interest of the government to have a smaller number of men employed?

Answer. No, sir; for I have no specific knowledge as to the actual number employed. It is a matter of judgment to a great degree, depending upon the opinion of the person having charge of the work.

Question. What is your knowledge of the different systems of ship-building under different governments? Are you acquainted with the French and English systems?

Answer. I have been a good deal in their dock yards, but I was then a young man seeking mechanical and scientific information, and professional knowledge connected with the line of my business rather than information with regard to their manner of conducting the yards.

Question. Are you able to state wherein their systems differ from ours? Please to state any important particulars of difference.

Answer. I think we approximate more nearly to the English system in our employment of civil officers. In France the organization is more military; men educated in the Polytechnic School go into the dock-yards to be instructed as ship builders, and they correspond with the naval construction in our navy yards.

Question. How many yards have they in England?

Answer. Seven; at Pembroke, Plymouth, Portsmouth, Chatham, Woolwich, and Deptford.

Question. Have they a smaller number of building yards in proportion to their navy than we have?

Answer. Yes, sir; much smaller.

Question. Are their yards larger or smaller than ours?

Answer. I think they are generally larger.

Question. What is the comparative expense of building a steam vessel in that country and in this?

Answer. I think it is much greater here.

Question. To what would you attribute that greater cost?

Answer. To the higher price of labor and of some of our material.

Question. Do not the men employed in their yards work more faithfully and do more work than they do here?

Answer. I do not think they do. I see complaints in the English papers that they did not work so well there as individuals working out of the yard.

Question. How does the system of discipline and drill compare with ours?

Answer. I do not think they have any for mechanics in England. The mechanics in France are under the military system, liable to a kind of conscription.

Question. Do you mean to say that a mechanic in the English yard can go off upon his own business?

Answer. He is not compelled to work for the government as in France.

Question. If he does not work is he not turned out?

Answer. I presume so, sir.

Question. What is their system of management with a view to have good work in the yards?

Answer. When a man has served a certain length of time he is allowed to retire on a pension, or superannuation. This is a great inducement to the men and master workmen to endeavor to give satisfaction. Their employment is constant, depending on their conduct.

Question. Does your experience enable you to suggest any plan of reform by which we could have our building and repairs of vessels executed at much less cost than at present?

Answer. The economy of this work depends in a great measure upon the honesty, the uprightness, and the ability of the men employed to superintend and to direct it. I do not see how we can in any other way secure that. A greater degree of individual responsibility in the different branches would tend to this result.

Question. Do you know whether the contract system is employed in England?

Answer. They never build the ships for their navy by contract in England, except in time of war, when very much pressed; and they make great complaints of the ships which have been built for them by contract, as I learn from their journals upon ship building. In the French navy, where they have tried the contract system, they have made the same complaints.

Question. Can you state how the contract system works in this country?

Answer. Several ships have been built that have not turned out very well. There was a vessel built by contract in Baltimore, a few years since. It was a very inferior vessel, and soon condemned. There is a ship now just finished by contract. I do not know how that will turn out.

Question. Who built that?

Answer. Mr. Westervelt, of New York.

Question. In what respect is the contract system liable to put bad work upon the government?

Answer. It is the direct interest of the contractor to make as much money as he can upon the ship; so that he or his men would be tempted not to use the best workmanship or materials. That is the complaint made in England and France.

Question. Can the contractor use bad materials upon the vessel without it being discovered?

Answer. Yes, sir. There are so many places where it can be covered up that it would be almost impossible to prevent it if the builder were not an honest, upright man.

Question. Of what material were the frames of these seven new sloops last year?

Answer. A portion of white-oak and a portion of live-oak; I cannot say how much of each.

Question. A portion of each vessel; or were some entirely of white-oak and others entirely of live-oak?

Answer. A portion of each vessel; the bottom timbers were of white-oak and the upper portion of the vessel was built of live-oak, which lasts longer.

By Mr. Groesbeck:

Question. Why were not the bottoms of the vessels built of live-oak, if it lasts longer?

Answer. The white-oak is lighter, as well as cheaper. The lightness would affect the draught a little.

By Mr. Boccock:

Question. Was it not important to have the most durable timber for the bottom of the vessel?

Answer. In this case lightness was one of our objects. We had a number of crooked knees in the yard which it was thought could be worked up, and I presume they were used as far as they could be.

Question. How long does the frame work of a ship probably last?

Answer. In about fifteen or sixteen years the expenses of repairing one of our ships-of-war equals the original cost.

Question. Are most of the timbers of the vessel renewed in that time?

Answer. The upper timbers, but not so much the bottom.

Question. When did the item in the appropriation bills for "increase and repairs" commence in the appropriation bills; under what circumstances, and how has that money been applied?

Answer. It was directed to have that name in the naval appropriation bill for 1840, but there had been appropriations with that name many years before; when the appropriation was first made it was intended to accumulate live-oak timber and other materials not considered perishable—copper, for instance. We have used that live-oak in building the last steam frigates, and it has been from that accumulation of live-oak that we have derived the timber we now have on hand, excepting what we have received under the contracts of the last two or three years.

Question. Has the department the right under that appropriation to build a new vessel?

Answer. No, sir, I think not; and I do not consider it would be done.

Question. Did they not originally intend by that to appropriate so much money every year in order to allow the department to increase the number of ships in the navy?

Answer. I cannot say. I do not consider it as authority to build new vessels. Special acts have been passed for the building of all the new vessels that have been built.

Question. I understand it then to apply simply to the repairs necessary to be made to vessels in existence, and to the accumulation of material for any new vessels which may be ordered?

Answer. No, sir; it is for repairs of the vessels to maintain them in a sea-worthy condition. It is not for accumulating materials for

new ships, because we must get authority and have a new appropriation for that.

Question. Was not this live-oak in the yards used in building some of the vessels lately ordered?

Answer. It was used; but it should be replaced from the appropriation for the six frigates; it was borrowed; Congress appropriated money enough to pay for those vessels.

By the Chairman:

Question. Please furnish a table showing the annual expenditures of your bureau for construction and repairs, prior to its organization?

Answer. [See appendix to this deposition.]

By Mr. Groesbeck:

Question. Have not the English, besides their navy yards, a great many repairing stations?

Answer. No, sir; I think not.

Question. Have they not repairing stations all around the globe?

Answer. They have depots at Malta, Bermuda, &c. Their ships are all built in England, but they can make slight repairs at any of these points. They could not, as far as I know, rebuild a ship there.

Question. Is the Navy Department, so far as you know, conducted and managed now upon the same system as heretofore?

Answer. Yes, sir; I think it is. The course I have pursued has continued the same ever since I have been employed there.

Question. Have any changes been made in the management during the present administration?

Answer. I presume not. I have pursued the same course as heretofore. A great deal is left to my judgment and discretion in professional matters, which the Secretary never interferes with, although all those things are made known to him.

Question. When are the great bulk of the purchases made for the navy yards? Are they made by the navy agent or by the department?

Answer. The great bulk of the purchases not under contract are made by the navy agent. There are very few made by the bureaus. I limit them as much as possible.

Question. Are the purchases made by your direction made through the navy agent, or through master workmen or other persons employed in the navy yards?

Answer. The purchases made under my direction are made directly from the dealer, without the intervention of any other party. Sometimes I direct the navy agent to go to such a person and obtain such an article, informing him what it is for. The commandants are sometimes directed to make purchases, and those bills are marked, the price having been fixed; but the navy agent pays all the bills. The bureau has no communication with the master workmen or persons employed in the yard, except the commandant, on the subject of bills.

Question. You pursue both courses?

Answer. Yes, sir. I think I most generally order the articles from the manufacturers. These cases are very rare.

Question. State the average cost of labor in the French, English, and American yards?

Answer. I have noticed in the most recent reports on the French navy that they state the average pay of labor was 2.41 francs per day, and the pay in the British dock yards at the same time was 5.33 francs, or more than double. The wages of a first class ship carpenter is give in the British dock yards as 4s. 6d. per day. In the United States navy yards the carpenters' wages are \$250 and sometimes more. The average pay of labor for the past year has been \$1 81 in the navy yards.

JOHN LENTHALL.

Extract from a letter addressed to the several navy yards, dated July 3, 1858, from the Bureau of Construction to the commandants of the yards.

"It must be kept in view that the department insists on the draft of water named. The drawings, &c., will be forwarded by you to the bureau as early as practicable, that the work may be commenced, as it is the instruction from the department that the vessel be launched by the time Congress next meets, and nothing must interfere to prevent this."

[Memoranda.]

NEW YORK.

Work in progress in the fall of 1858 was frigates Sabine, Niagara, new steam sloop-of-war, Harriet Lane, store-ship Supply, store-ship Release, steamers Atalanta, Caledonia, Westernport, Memphis, San Jacinto, sloop St. Louis; besides work on the receiving-ship, and preparing stores for foreign stations.

PHILADELPHIA.

Work in progress during the fall of 1858 was the Lancaster, two steam screw sloops-of-war, frigate Congress, steamer M. W. Chapin, for Paraguay, and the merchant steamer "City of Richmond," on all of which a great number of men could be employed, and the season of the year has advantages for work.

NAVY DEPARTMENT,

January 15, 1851.

SIR: You are hereby appointed the agent of the Navy Department for the purchase of anthracite coal for the use of the navy.

You will receive a commission of five per cent. on the amount of all purchases made by you in this capacity, which commission is to cover all expenses of selecting, purchasing, and shipping the coal.

Your duty will be to select anthracite coal, under the direction of this department and its bureaus, of the best quality adapted to the purpose for which it is to be used, and to ship it to such points as may be indicated.

I am, respectfully, your obedient servant,

WILL. A. GRAHAM.

B. H. SPRINGER, Esq.,
Philadelphia, Pennsylvania.

NAVY DEPARTMENT, *January 30, 1851.*

SIR: You are hereby appointed the agent of the Navy Department for the purchase of bituminous coal for the use of the navy.

You will receive a commission of five per cent. on the amount of all purchases made by you in this capacity, which commission is to cover all expenses of selecting, purchasing, and shipping the coal.

Your duty will be to select bituminous coal, under the direction of this department and its bureaus, of the best quality adapted to the purpose for which it is to be used, and to ship it to such points as may be indicated.

I am, respectfully, your obedient servant,

WILL. A. GRAHAM.

Mr. JOHN JAMISON, *Washington, D. C.*

NAVY DEPARTMENT, *April 23, 1852.*

SIR: You will receive, enclosed herewith, copies of the appointment of Howland & Aspinwall, New York, the agents of this department for furnishing coal for the use of the United States squadron in the East India and China seas and Pacific ocean, and of their acceptance of the same.

I am, respectfully, your obedient servant,

WILL. A. GRAHAM.

Commodore WILLIAM B. SHUBRICK,
Chief of the Bureau of Construction, &c.

NAVY DEPARTMENT, *April 3, 1852.*

GENTLEMEN: You are hereby appointed the agents of this department for furnishing coal for the use of the United States squadron in the East India and China seas and Pacific ocean.

The coal is to be delivered at such times and places and in such kinds and quantities as shall be required by the department, or the commanders of the squadrons before mentioned. The coal of each kind is to be of the best description and quality for the use of war

steamers, and to be in all respects satisfactory to the officers who may order or require the supply.

For the coal furnished and delivered you will be paid the purchase money, cost of transportation, insurance, and unavoidable expenses attending the same, and for your services as agents under this appointment you will be allowed and paid a commission of ten per cent. upon the gross amount of supplies, including the above mentioned expenses, provided that for all American coal shipped from the United States on this account there shall be deducted from the above commission of ten per cent. the commission allowed the agents of the department for supplying coal within the United States.

Satisfactory evidence will be required that the accounts for the coal supplied are fairly stated and that no over charge appears, and payment will be made by the navy agent in New York on the presentation of said accounts, (including the commission of ten per cent. upon the gross amount, less the home agents commission,) duly certified as to quality and cost by the commander of the squadron for which the coal shall have been furnished, and approved by the chief of the Bureau of Construction, Equipment and Repair.

It is to be distinctly understood that the commission of ten per cent., herein referred to as compensation for services, is declared and agreed to be in full for all demands on the part of the agents holding and accepting this appointment against the Navy Department for the transaction in any business in relation to purchasing or supplying coal for the squadron in the East India and China seas and Pacific ocean.

This arrangement will extend to the delivery of three thousand tons of coal, and may be further continued for an additional quantity or for a definite time at the option of the parties, respectively.

Be pleased to signify your acceptance or refusal of this appointment and the terms herein stated.

I am, respectfully, your obedient servant,

WILL. A. GRAHAM.

Messrs. HOWLAND & ASPINWALL, *New York.*

NAVY DEPARTMENT, *September 8, 1853.*

SIR: Transmitted herewith is a copy of a contract entered into with Messrs. Howland & Aspinwall, under date of August 11, 1853, by the terms of which you will be governed in the settlement of their accounts originating after the 1st instant.

I am, respectfully, your obedient servant,

J. C. DOBBIN.

J. HART, Esq.,

Chief of Bureau Construction, Equipment, and Repair.

NAVY DEPARTMENT, *August 11, 1853.*

GENTLEMEN: The act of Congress making appropriations for the naval service, approved September 28, 1850, provides that "in the article of fuel for the navy or naval stations and yards, the Secretary of the Navy shall have power to discriminate and purchase, in such manner as he may deem proper, that kind of fuel which is best adapted to the purpose for which it is to be used."

Under this provision of law, you were, on the 3d of April, 1852, "appointed the agents for furnishing for the use of the United States squadrons in the East India and China seas and Pacific ocean;" and for the coal furnished and delivered by you, it was stipulated that you should "be paid the purchase money, cost of transportation, insurance, and unavoidable expenses attending the same; and for your services as agents under this appointment you will be allowed a commission of ten per centum upon the gross amount of supplies, including the above mentioned expenses, provided that for all American coal shipped from the United States on this account there shall be deducted from the above commission of ten per centum the commission allowed to the agents of the department for supplying coal within the United States."

The department, in consequence of the discontinuance of the agencies for supplying coal within the United States, and for other good and sufficient reasons, deems it proper to annul and revoke, and hereby does annul and revoke, the appointment held by you under the letter of appointment dated April 3, 1852, from and after the 31st day of August, 1853, and instead thereof proposes the following:

You are hereby appointed the agents of the Navy Department for procuring and supplying coals for the use of the squadrons of the United States in the East India and China seas and Pacific ocean, from and after the 1st day of September, 1853, under the following stipulations, viz:

A supply of bituminous and anthracite coals, to be regulated by the Navy Department, (for the present not exceeding one thousand tons per month) is to be procured by you, shipped and delivered at your risk at Macao or Shanghai, in China, or such other port or ports in the East India or China seas or Pacific ocean as may be designated by the Secretary of the Navy. Such deliveries to be made within reach of the ships' tackles. The coal thus procured, shipped, and delivered, must be of the best quality for war steamers, and to be in all respects satisfactory to the Secretary of the Navy at the time of shipment, or the commanding naval officer present at the port of delivery, or in the absence of such naval officer, to be approved and certified by the naval storekeeper at such port of delivery; and for the coals so procured, shipped, and delivered, the Secretary of the Navy agrees to reimburse you for the following expenditures, viz:

1st. For the cost of the coal, which is to be of the best quality, bought for cash on the most reasonable terms, also for the cost of lighterage or cartage;

2d. For the cost of freight and primeage or transportation of the coal; and

3d. For the detention of vessels, or demurrage, when such detention or demurrage is caused by any act of the Navy Department or its authorized officers or agents.

And it is further agreed on the part of the said Secretary of the Navy that for your services as agent of the Navy Department under the appointment now proposed, (if accepted by you,) after the delivery of any portion of the said coals, agreeably to the instructions which may be given by the Secretary of the Navy, and upon the production of bills duly certified and approved by the commanding naval officer present, or the naval storekeeper, at the port of delivery, a commission of 6 (six) per cent. upon the cost of the coals delivered, including the freight or transportation. It is expressly declared and understood that the Secretary of the Navy is in nowise responsible for any loss, and assumes no risk or liability for losses arising from the dangers of the seas or from any other cause whatever attending the shipment and transportation of said coals, and that payment in full will be made only upon actual and *bona fide* deliveries made, and upon bills duly certified and approved; but upon satisfactory evidence being furnished to the Secretary of the Navy of any shipment of coal under this arrangement he will authorize an advance to be made to the said agents not exceeding the first cost of the coals embraced in said shipment. And it is further stipulated and declared that the commission of 6 (six) per cent., as herein provided for as compensation for your services, shall be in full of all risks and demands for services rendered on the part of the agents holding and accepting this appointment in relation to purchasing, shipping, or delivering coals for the use of the squadrons of the United States in the East India and China seas and the Pacific ocean. A bond accompanies this letter of appointment and agreement, to be executed by the agent herein named with two or more sureties, in the penalty of one hundred thousand dollars, conditioned for the faithful performance of all the conditions and stipulations of this agreement, and well and truly to pay over and refund such sums of money as may have been advanced to them by the said Secretary of the Navy aforesaid, in the event that they shall fail to procure, ship, and deliver said coals as herein provided; the sufficiency of said sureties to be approved by the judge or attorney of the United States of the district in which said agents now reside. This arrangement to continue until revoked or annulled by the Secretary of the Navy, after a notice of sixty days.

Be pleased to signify your acceptance or refusal of this appointment and the terms herein stated.

I am, respectfully, your obedient servant,

J. C. DOBBIN.

Messrs. HOWLAND & ASPINWALL, *New York.*

NEW YORK, *August 15, 1853.*

We hereby agree to and accept of the propositions contained in the foregoing letter for the supply of coals to the squadron of the United States in the China seas or elsewhere, as we may be ordered by the

department, our services under this agreement to commence on the 1st day of September proximo, and to terminate as mentioned in the preceding letter. We understand that our compensation of six per centum commission is to be computed on the items 1st and 2d, as specified in the said letter, and in the event of demurrage being incurred we will pay the same, and only recover from the Navy Department the net amount paid, without charge of commission on the same.

HOWLAND & ASPINWALL.

NEW YORK, *August* 18, 1853.

It is also hereby further understood and agreed that the demurrage alluded to in our within acceptance of the foregoing propositions is to arise only in the manner stipulated in the foregoing letter, and be payable only when such detention of vessels or demurrage is caused by any act of the Navy Department or its authorized officers or agents.

HOWLAND & ASPINWALL.

NAVY DEPARTMENT, *July* 29, 1853.

SIR: The coal agents of this department, Messrs. Jamison and Springer, have been notified that no further orders for the supply of coal for naval purposes will be given to them after this date.

They are directed to complete the orders now on hand, and to render their accounts to the proper bureau for final settlement.

I am, respectfully, your obedient servant,

J. C. DOBBIN.

SAMUEL HART, Esq.,

Chief of the Bureau of Construction, Equipment, and Repair.

Hereafter when purchases of coal under the direction of the bureau become necessary, the department will instruct you as to the manner in which they are to be made.

NAVY DEPARTMENT, *October* 3, 1853.

SIR: Be pleased to instruct the navy agent at Philadelphia to purchase on the best terms possible, and to ship at the earliest day practicable, 500 tons anthracite coal, to be delivered at the navy yard, Portsmouth, New Hampshire; 300 tons anthracite coal, to be delivered at the navy yard, Boston, Massachusetts; 300 tons anthracite coal to be delivered at the navy yard, Philadelphia.

You will instruct the navy agent at Baltimore to purchase in the same manner 500 tons anthracite coal, to be delivered at the navy yard, Norfolk; 300 tons anthracite coal, to be delivered at the navy yard, Pensacola.

You will also instruct the navy agent at Washington to purchase in the same manner 300 tons anthracite coal, to be delivered at the navy yard at that place. Each of the above deliveries to be subject to the test and inspection of the proper officers at the points of delivery.

I am, respectfully, your obedient servant,

J. C. DOBBIN.

CHIEF OF BUREAU OF CONSTRUCTION, EQUIPMENT, &c.

NAVY DEPARTMENT, *May 22, 1854.*

SIR: You are hereby appointed the agent of the Navy Department for the purchase of the anthracite coal for the use of the navy, from time to time, as specially ordered by the department and its bureaus.

Your duty will be to select anthracite coal under the direction of the department and its bureaus, of the best quality, adapted to the purpose for which it is to be used, and to ship it to such points as may be indicated.

You will receive a commission of five per cent. on the aggregate amount of the cost of the coal, its transportation and freight, which commission is to cover all your expenses of selecting, purchasing, and shipping the coal.

Very respectfully, your obedient servant,

J. C. DOBBIN.

BENJ. TYSON, Esq.,
Washington, D. C.

NAVY DEPARTMENT, *May 22, 1858.*

SIR: You are hereby appointed the agent of the Navy Department for the purchase of anthracite coal for the use of the navy from time to time, as specially ordered by the Navy Department or its bureaus.

Your duty will be to select anthracite coal, under the direction of the department and its bureaus, of the best quality, adapted to the purpose for which it is to be used, and to ship it to such points as may be indicated.

You will receive a commission of five per cent. on the aggregate amount of the cost of the coal, its transportation, and freight engaged by you, which commission is to cover all your expenses of selecting, purchasing, and shipping the coal.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

CHAS. H. HUNTER, Esq.,
Reading, Berks County, Pennsylvania.

NAVY DEPARTMENT, *July 3, 1854.*

SIR: Mr. James Polk, of Baltimore, Maryland, has been appointed agent of the department for the purchase of bituminous coal for the use of the navy, as may be specially directed by the bureau. He is to receive a commission of five per centum on the aggregate amount of the cost of the coal, its transportation and freight, which commission is to cover all expenses of selecting, purchasing, and shipping the coal.

I am, respectfully, your obedient servant,

J. C. DOBBIN.

JOHN LENTHALL, Esq.,
Chief of the Bureau of Construction, &c., &c.

Commissions paid to the several coal agents by the Bureau of Construction, &c., during each fiscal year, since their first appointment in 1851.

Names.	To June 30, 1851.	To June 30, 1852.	To June 30, 1853.	To June 30, 1854.	To June 30, 1855.	To June 30, 1856.	To June 30, 1857.	To June 30, 1858.	To Dec. 31, 1858, 6 months.	Total.
B. H. Springer.....	\$115 09	\$292 31	\$274 23	\$2,100 37	\$214 00	.....	.....	.....	.....	\$2,996 00
John Jamison.....	234 45	1,041 36	924 24	690 17	346 67	.....	.....	.....	.....	3,236 89
Benjamin Tyson.....	.....	.....	.....	.....	1,022 13	\$1,244 30	\$1,404 29	\$5,633 78	.....	9,304 50
C. H. Hunter.....	.....	.....	.....	.....	.....	.....	.....	319 21	\$5,807 74	6,126 95
James Polk.....	.....	.....	.....	.....	227 02	90 47	201 26	.....	79 06	597 81
Howland & Aspinwall*.....	349 54	1,333 67	1,198 47	2,790 54	1,809 82	1,334 77	1,605 55	5,952 99	5,886 80	22,262 15
	.....	1,785 17	22,030 73	27,159 96	.....	.....	.....	.....	.....	50,975 86

* This amount was paid to Messrs. Howland & Aspinwall who acted for that time as the special agents of the department for the procurement of coal and freighting it for the Japan expedition, they purchasing the coal and paying the freight bills out of their own funds, and, upon settlement with the bureau, receiving a per centage upon the gross amount.

Statement of the amount of commissions paid to the several coal agents, for purchases under the cognizance of the Bureau of Yards and Docks, during each fiscal year since their first appointment in 1851.

Names.	To June 30, 1851.	To June 30, 1852.	To June 30, 1853.	To June 30, 1854.	To June 30, 1855.	To June 30, 1856.	To June 30, 1857.	To June 30, 1858.	To Dec. 31, 1858, 6 months.	Total.
John Jamison.....	\$213 30	\$872 35	\$936 05	\$66 79	.....	.....	.....	.....	.....	\$2,088 49
B. H. Springer.....	58 21	550 08	840 20	1,020 52	.....	.....	.....	.....	.....	2,469 01
James Polk.....	.....	.....	.....	.....	\$1,949 75	\$1,994 22	\$1,761 46	\$2,434 70	\$1,866 21	10,006 34
Benjamin Tyson.....	.....	.....	.....	.....	1,363 34	687 95	1,373 72	1,709 67	.....	5,134 68
C. H. Hunter.....	.....	.....	.....	.....	.....	.....	.....	.....	1,645 18	1,645 18
	271 51	1,422 43	1,776 25	1,087 31	3,313 09	2,682 17	3,135 18	4,144 37	3,511 39	21,343 70

Abstract statement showing coal purchased abroad semi-annually from January 1, 1850, to December 31, 1857.

Dates.	No. of tons	Average cost per ton.	Total cost.
1850. First half of 1850.....	1,331	\$8 75	\$11,634 05
Second half of 1850.....	493	8 28	4,084 01
1851. First half of 1851.....	1,364	7 33	9,998 00
Second half of 1851.....	1,938	7 06	13,693 12
1852. First half of 1852.....	1,414	7 68	10,864 25
Second half of 1852.....	1,875	8 65	16,223 40
1853. First half of 1853.....	5,354	13 61	72,878 12
Second half of 1853.....	974	7 67	7,466 69
1854. First half of 1854.....	1,803	11 22	20,236 45
Second half of 1854.....	1,731	12 73	22,031 39
1855. First half of 1855.....	1,882	11 24	21,150 76
Second half of 1855.....	892	11 13	9,928 23
1856. First half of 1856.....	1,210	11 98	14,495 28
Second half of 1856.....	648	8 21	5,320 18
1857. First half of 1857.....	592	5 09	3,012 81
Second half of 1857.....	1,337	5 51	7,362 11

All the coal purchased abroad is believed to be foreign or English coal, except the purchases December 13, 1854, January 5, 1856, and December 31, 1857.

Coal purchased on foreign stations.

Dates.	Where purchased.	No. of tons.	Cost per ton.	Total cost.	For what vessel.
1850.					
March 2	Mediterranean.....	150	\$7 40	\$1,110 00	Mississippi.
April 15	Do.....	308	7 20	2,217 00	Do.
May 26	Gulf of Mexico.....	115	8 00	920 00	Saranac.
30	Do.....	133	8 00	1,064 00	Do.
June 11	Mediterranean.....	390	8 00	3,120 00	Mississippi.
17	Pacific.....	235	13 63	3,203 05	Massachusetts.
Aug. 20	Mediterranean.....	160	8 64	1,382 40	Mississippi.
Sept. 5	Do.....	233	8 17	1,903 61	Do.
6	Do.....	100	7 98	798 00	Do.
1851.					
March 3	Gulf of Mexico.....	151	8 00	1,208 00	Saranac.
15	Do.....	101	9 50	960 20	Do.
31	Do.....	58½	8 00	468 00	Do.
April 30	Mediterranean.....	175	7 00	1,225 00	Mississippi.
May 10	Do.....	358	7 00	2,506 00	Do.
22	Do.....	267	6 80	1,845 62	Do.
June 6	Gulf of Mexico.....	50¾	9 25	469 44	Vixen.
21	Mediterranean.....	203	6 48½	1,315 74	Mississippi.
July 16	Do.....	162	6 50	1,053 00	Do.
Aug. 7	Do.....	511	7 00	3,577 00	Do.
Sept. 1	Do.....	304	6 50	1,976 00	Do.
22	Gulf of Mexico.....	30	9 25	277 50	Vixen.
30	Mediterranean.....	300	6 45½	1,935 50	Mississippi.
30	Gulf of Mexico.....	256	8 00	2,048 00	Saranac.
Oct. 11	Mediterranean.....	226	7 00	1,652 00	Mississippi.
20	Do.....	149	7 88	1,174 12	Do.
1852.					
Feb. 10	Gulf of Mexico.....	12	16 00	192 00	Saranac.
10	Do.....	19	15 00	283 50	Do.
23	Do.....	25	5 00	125 00	Do.
March 4	Do.....	399	8 50	3,391 50	Do.
15	Do.....	56	7 50	420 00	Fulton.

STATEMENT—Continued.

Date.	When purchased.	No. of tons.	Cost per ton.	Total cost.	For what vessel.
1852.					
April 3	Gulf of Mexico.....	66	\$7 50	\$495 00	Saranac.
7	Mediterranean.....	160	4 25	680 00	San Jacinto.
May 18	Gulf of Mexico.....	94 $\frac{3}{4}$	7 00	663 25	Saranac.
27	Do.....	44 $\frac{1}{2}$	15 00	667 50	Do.
29	Mediterranean.....	200	7 52	1,504 00	San Jacinto.
June 4	Gulf of Mexico.....	175 $\frac{2}{10}$	7 00	1,231 25	Saranac.
26	Mediterranean.....	161 $\frac{1}{2}$	7 50	1,211 25	San Jacinto.
July 10	Do.....	273 $\frac{1}{2}$	8 00	2,185 00	Do.
10	Do.....	30	6 00	180 00	Mississippi.
Aug. 12	Do.....	135	6 46 $\frac{1}{2}$	872 77	San Jacinto.
18	Do.....	117	5 00	585 00	Mississippi.
28	Do.....	75	6 66 $\frac{1}{2}$	499 88	San Jacinto.
28	Do.....	75	5 94	448 50	Do.
Sept. 15	Do.....	169 $\frac{3}{4}$	7 10 $\frac{1}{2}$	1,206 23	Do.
Oct. 22	Gulf of Mexico.....	20	6 50	130 00	Fulton.
Nov. 8	Brazil.....	128	12 23	1,566 58	Saranac.
8	Mediterranean.....	179 $\frac{3}{4}$	7 33	1,316 77	San Jacinto.
19	Brazil.....	107 $\frac{1}{2}$	20 06	2,146 42	Saranac.
Dec. 14	Port Mahon.....	95	7 50	712 50	San Jacinto.
15	Madeira.....	440	10 & 9 30	4,073 75	Mississippi.
1	Mediterranean.....	30	10 00	300 00	Fulton.
1853.					
Jan. 5	Rio de Janeiro.....	366 $\frac{1}{2}$	9 45	3,458 70	Saranac.
11	St. Helena.....	124	25 20	3,124 80	Mississippi.
12	Genoa.....	66 $\frac{1}{2}$	6 58	436 16	San Jacinto.
27	Barbadoes.....	43 $\frac{1}{2}$	12 66	544 67	Saranac.
Feb. 2	Cape Town.....	145	17 50	2,537 50	Mississippi.
2	Do.....	450	20 00	9,000 00	Do.
2	Do.....	100	19 00	1,900 00	Do.
4	Marseilles.....	186	6 58	1,223 80	San Jacinto.
17	Do.....	148	6 20	918 19	Do.
22	St. Thomas.....	76	9 00	684 00	Water Witch.

24	March	Mauritius.....	208	24 00	4,992 00	Mississippi.
7		East Indies.....	13	10 00	5,951 75	Powhatan.
		Do.....	638	9 12 $\frac{1}{2}$	1,009 00	Water Witch.
11		Demarara.....	84 $\frac{8}{100}$	12 00	1,875 00	Mississippi.
14		Point de Galle, Ceylon.....	250	7 50	1,220 43	Saranac.
		Do.....	6 $\frac{1}{2}$	15 18	1,330 00	Water Witch.
31		Brazil.....	109	11 19	7,290 00	Powhatan.
6	April	Do.....	66 $\frac{1}{2}$	20 00	978 38	San Jacinto.
12		East Indies.....	200	36 45	816 08	Water Witch.
16		Naples.....	133 $\frac{44}{100}$	7 33	1,514 40	Do.
28		Pernambuco.....	90	9 06	2,000 00	Powhatan.
		Rio de Janeiro.....	80	18 98	1,240 38	San Jacinto.
		East Indies.....	100	20 00	3,234 72	Water Witch.
2	May	Alexandria.....	188 $\frac{1}{2}$	35 16	189 67	Mississippi.
6		Montevideo.....	92	27 09	1,060 29	San Jacinto.
16		East Indies.....	7	5 67	382 50	Powhatan.
18		Malta.....	187	25 50	1,128 00	San Jacinto.
26		East Indies.....	15	9 02	1,421 20	Do.
27		Genoa.....	125	7 60	720 00	Vixen.
4	June	Gibraltar.....	187	9 00	3,000 00	San Jacinto.
9		Havana.....	80	12 00	3,300 50	Powhatan.
13		Fayal.....	250	11 50	4,396 00	Do.
19		East Indies.....	287	17 50	239 20	Princeton.
20		Do.....	250	10 50	204 00	Fulton.
		Do.....	2	3 00 $\frac{3}{4}$	237 60	Do.
10	August	Halifax.....	46	3 12	312 00	Princeton.
2	Sept.	West Indies.....	85	6 70	958 14	Saranac.
6		Do.....	79	12 00	2,316 00	Do.
9		Sydney.....	100	8 50	1,360 00	Do.
8	Nov.	Brazil.....	143 $\frac{1}{2}$	11 00	1,839 75	Fulton.
9	Dec.	Fayal.....	193			
17		Gibraltar.....	160			
31		St. Thomas.....	167 $\frac{1}{2}$			
	1854.					
14	Jan.	Naples.....	221 $\frac{1}{2}$	8 30	1,837 16	Saranac.
23	Feb.	Messina.....	198 $\frac{1}{4}$	9 12	1,812 60	Do.
		Montevideo.....	4	16 00	64 00	Water Witch.
11	March	Genoa.....	218 $\frac{1}{2}$	10 05	2,195 93	Saranac.
6	April	Havana.....	115	10 00	1,150 00	Princeton.

STATEMENT—Continued.

Dates.	Where purchased.	No. of tons.	Cost per ton	Total cost.	For what vessel.
1854.					
April 7	Gulf of Mexico	50	\$8 00	\$400 00	Fulton.
	Do.	129	11 00	1,419 00	Do.
May 2	Naples.	151½	12 59	1,912 04	Saranac.
	Havana.	61½	15 00	922 50	Princeton.
22	Smyrna.	48½	15 04	729 44	Saranac.
25	Do.	175	15 04	2,632 00	Do.
	Gulf of Mexico	153	11 00	2,013 00	Fulton.
June 23	East Indies.	9½	27 90	255 77	Mississippi.
29	Genoa.	239½	12 10	2,893 01	Saranac.
July 29	Do.	223	12 03 ²⁰ / ₁₀₀	2,683 13	Do.
Sept. 27	East Indies.	230	7 99½	1,839 25	San Jacinto.
Oct. 27	Genoa.	346	9 82	3,297 72	Saranac.
Nov. 6	East Indies.	100	7 30½	730 50	San Jacinto.
9	Havana	100	10 00	1,000 00	Princeton.
16	Montevideo.	18	11 00	198 00	Water Witch.
Dec. 2	Havana	115	10 00	1,150 00	Princeton.
13	Acapulco	158	40 00	6,320 00	Susquehanna.
14	Havana	121	14 00	1,694 00	Princeton.
16	Brazil.	25	10 00	250 00	Water Witch.
	Do.	4	14 00	56 00	Do.
18	Genoa	136½	10 15½	1,387 79	Saranac.
	East Indies	150	9 50	1,425 00	San Jacinto.
1855.					
Jan. 27	Gulf of Mexico	177½	10 00	1,950 66	Fulton.
March 16	Montevideo.	90	15 00	1,350 00	Water Witch.
17	Gulf of Mexico	196½	12 00	2,360 00	Fulton.
April 27	Naples	223½	14 56	3,247 00	Saranac.
29	Havana	88	10 00	880 00	Princeton.
May 1	Mediterranean	210	10 00	2,100 00	San Jacinto.
20	East Indies	118½	9 00	1,063 30	John Hancock.
23	Gibraltar.	110	9 50	1,045 00	Saranac.
	Do.	104	9 00	936 00	Do.

June	2	Havana	189	10 00	1,890 00	Princeton.
	9	Brazil	40	15 00	600 00	Water Witch.
	11	Gibraltar	120	10 00	1,200 00	Saranac.
July	7	Marseilles	63 $\frac{1}{2}$	11 66	741 42	Do.
		Do.	69 $\frac{2}{3}$	9 97	694 56	Do.
	28	Naples	82	13 32 $\frac{1}{2}$	1,092 82	Do.
Sept.	8	Pacific	6	20 00	120 00	John Hancock.
		Do.	4 $\frac{3}{16}$	18 00	75 60	Do.
Oct.	5	Genoa	276	8 84	2,439 84	Saranac.
	8	Brazil	42	16 03	672 00	Water Witch.
		Do.	47	14 50	681 00	Do.
	18	Naples	80	9 21 $\frac{1}{2}$	739 96	Saranac.
Nov.	6	Pireons	146	12 92 $\frac{1}{2}$	1,887 05	Do.
	26	Constantinople	84	13 16	1,105 44	Do.
Dec.	15	Alexandria	98	11 75	1,151 50	Do.
	31	Naples	109	9 68 $\frac{1}{2}$	1,055 34	Do.
1856.						
Jan.	5	San Juan del Norte	80	14 00	1,120 00	Fulton
	19	Brazil	116 $\frac{1}{2}$	13 00	1,514 50	Water Witch.
March	5	Do.	80	13 04	1,043 20	Do.
	7	Genoa	165 $\frac{1}{2}$	10 52 $\frac{1}{2}$	1,739 05	Saranac.
	20	Brazil	63 $\frac{6}{16}$	17 22	1,095 19	Water Witch.
April	8	Do.	75	8 00	600 00	Do.
	18	Do.	70	9 50	665 00	Do.
	30	Do.	68	10 00	680 00	Do.
May	21	Genoa	92	12 22	1,124 24	Saranac.
	31	Gibraltar	180	9 70	1,746 00	Do.
June	10	Fayal	220	14 40	3,168 00	Do.
Oct.	19	Southampton	268	6 26	1,677 68	Merrimack.
Dec.	2	Lisbon	230	8 50	1,955 00	Do.
	28	Cadiz	150	11 25	1,687 50	Do.
1857.						
Jan.	3	Havana	320 $\frac{7}{8}$	5 29 $\frac{1}{2}$	1,698 75	Wabash.
May	29	England	271	4 84	1,314 06	Niagara.
July	22	Do.	652	4 41	2,875 32	Do.
August	1	Do.	55	4 84	266 20	Do.
Oct.	31	Do.	293	4 16	1,218 88	Do.
Nov.	4	Do.	187	4 84	751 71	Do.
Dec.	31	Aspinwall	150	15 00	2,250 00	Wabash.

Abstract statement showing coal purchased and shipped to foreign stations, semianually, from January 1, 1852, to September 30, 1858.

Dates.	No. of tons.	Average cost per ton, including freight.	Total cost
First half year of 1852-----	2,240 ⁷ / ₂₀	\$13 04	\$29,233 78
Second half year of 1852 -----	5,916 ¹³ / ₂₀	18 70	110,620 80
First half year of 1853 -----	4,936 ⁴ / ₂₀	16 93	83,548 18
Second half year of 1853 -----	8,279 ¹¹ / ₂₀	19 89	164,745 05
First half year of 1854 -----	12,076 ¹⁵ / ₂₀	21 05	254,312 15
Second half year of 1854 -----	416	14 73	6,131 15
1855, none.			
1856, none.			
First half year of 1857 -----	2,759 ⁶ / ₂₀	14 22 ³ / ₈	39,249 10
Second half year of 1857 -----	13,676 ⁴ / ₂₀	14 32	195,881 13
First half year of 1858, none.			
Second half year of 1858, to September 30	4,474	12 70	57,834 80

Account of coal purchased and shipped to foreign stations from January 1, 1852, to September 30, 1858.

Dates.	Where purchased.	No. of tons.	Cost per ton.	Freight per ton.	Shipped to—	Name of vessel.
1852.	By Howland & Aspinwall—					
May 12	In United States	200	\$3 50	\$10 00	Shanghai	Cassiterides.
25	Do.	346 ⁷ / ₂₆	3 60	10 00	Macao	Lebanon.
June 11	Do.	704	3 65	10 00	Shanghai	Whamboa.
25	In Cardiff, England	550	2 07	9 53	Macao	Henrietta Elizabeth Susanna.
July 9	Do.	440	2 07	9 27	do	President Van Son.
22	Do.	721 ⁵⁵⁸ / ₂₃₄₆	2 07	9 29	Honolulu	Philomela.
22	In United States	116	3 55	15 00	do	Tangier.
22	Do.	570	3 70	15 00	do	Jacqueline and Elise.
31	Do.	604 ¹⁰ / ₃₆	3 60	14 00	do	Gertrude.
31	Do.	343 ¹² / ₂₆	3 70	10 00	Macao	Rienzi.
Aug. 9	Do.	1,005 ¹⁰ / ₂₆	3 70	9 00	Shanghai	Talbot.
21	Do.	342 ⁵ / ₂₆	3 95	9 00	do	Singapore.
25	Do.	212 ¹¹ / ₂₆	3 70	10 00	Macao	Security.
25	Do.	116 ² / ₂₆	3 80	10 00	do	Ulidea.
25	Do.	120 ⁸ / ₂₆	3 70	14 50	Mauritius	Vlashandel.
25	Do.	115 ⁶ / ₂₆	3 80	14 50	Shanghai	Aristides.
25	Do.	819 ³ / ₂₆	4 92	12 91	do	Pieter C. Hooft.
Nov. 20	In Cardiff, England	550	3 76	12 30	do	Philip Lang.
1853.	Do.	282 ¹ / ₂₆	2 66	14 15	Macao	Cambula.
Jan. 3	Do.	262	2 64	14 08	do	Clara Anna Maria.
11	Do.	729	14 16	F't included.	do	Prues Secher Adler.
22	Do.	986	14 17	do	do	New Margaret.
28	Do.	637	5 56	15 92	Shanghai	Bay State.
Feb. 19	Do.	191	14 17	F't included.	do	William de Erst.
25	Do.	313	5 59	16 00	do	
Mar. 12	Do.	100	5 73	16 00	do	
19	Do.	287	4 35	15 00	Hong Kong	
31	In United States	537 ⁴ / ₂₆	19 78	F't included.	Shanghai	
May 13	In Cardiff, England	894			do	

ACCOUNT OF COAL—Continued.

Date.	Where purchased.	No. of tons.	Cost per ton.	Freight per ton.	Shipped to—	Name of vessel.
1853.	By Howland & Aspinwall—					
July 8	In United States	558 ⁵ / ₂₆	\$4 00	\$14 00 {	Shanghai	Beverly.
	Do.	383	3 25	14 00 }		
Aug. 6	Do.	827 ³ / ₂₆	3 80	16 00	Mauritius	Annie Bucknam.
8	Do.	354 ¹⁹ / ₂₆	3 80	14 00	Hong Kong	Sea Witch.
Sep. 24	Do.	654 ¹ / ₄	4 00	14 00 {	Macao	Roebuck.
	Do.	124 ⁴ / ₂₆	3 60	14 00 }		
28	Do.	818 ¹ / ₄	4 15	14 00 {	Shanghai	Rose Standish.
	Do.	662 ¹ / ₄	3 25	14 00 }		
Nov. 7	Do.	300	7 00	16 00	Singapore	Fenelon.
25	In Cardiff, England	484	18 41	F't included.	Hong Kong	Johanna.
28	In United States	716 ¹ / ₂₆	4 50	18 00	do	Medford.
Dec. 2	In Cardiff, England	377	21 06	F't included.	Shanghai	Flora.
7	In United States	1,385 ¹⁷ / ₂₆	4 50	17 00	do	Ellen Foster.
21	Do.	663 ⁸ / ₂₆	4 50	15 00	Hong Kong	Josiah Quincey.
1854.						
Jan. 1	In Cardiff, England	360 ¹ / ₂	19 38	F't included	do	Loopuyt.
6	Do	550	19 32	do	do	Vander Palm.
16	In United States	1,212 ¹⁵ / ₂₆	5 05	15 00	do	Cape Cod.
Feb. 16	Do	484	5 05	11 00	Rio de Janeiro	Amelia.
17	Do	750	5 05	15 00	Hong Kong	Cygnnet.
17	Do	200	5 05	15 00	Valparaiso	Emilie.
22	Pacific Mail Steamship Company	600	26 00	Delivered at	Panama	Purchased of Pacific Mail Steamship Company.
22	Do	400	30 00	do	Benicia	
22	Do	300	26 00	do	Acapulco	
3	In Cardiff, England	697	19 26	F't included	Hong Kong	Johanna Marinus.
18	In United States	360	4 80	11 00	Rio de Janeiro	Jorgan Beck.
March.	In Cardiff, England	503	15 37	F't included	do	Carin Cecelia.
Mar. 9	Do	337	3 25	12 33	do	Progress.
15	Do	1,000	5 05	18 00	Valparaiso	George Raynes.
Apr. 13	Do	600	4 50	15 00	Hong Kong	Shooting Star.

May 10	Do	600	4 50	22 50	Valparaiso	James Edwards.
June 9	Do	1,150	3 31	17 07	do	Ben Looman.
June 9	Do	539	20 86	F't included	Hong Kong	Naragana.
20	Do	692	29 12	do	Honolulu	Mercedes.
20	Do	741½	19 51	do	Hong Kong	Soolo.
Sept. 12	Do	416	14 73	do	do	Nile.
1857.						
June 17	New York	692½	14 78	do	St. Helena	Palestine.
20	Do	998	13 72	do	Straits of Sunda	Harry of the West.
24	Do	1,068½	14 19	do	Cape of Good Hope	Game Cock.
July 24	Philadelphia	779½	4 40	6 00	Rio de Janeiro	Fanny Holmes.
Aug. 22	Do	1,100	4 25	11 00	Panama	Morning Light.
25	Do	612	4 25	10 00	Valparaiso	William.
Sept. 22	Do	2,052	4 95	5 90	Hong Kong	Norway.
Oct. 14	Do	573	4 95	9 10	Shanghai	Tartar.
21	Do	1,219	4 25	8 00	Callao	William Cummings.
29	Do	825	4 25	10 00	Cape of Good Hope	Fleetwood.
Nov. 6	Do	1,523	4 25	12 00	Hong Kong	Orpheus.
10	Do	814	4 25	12 00	Mauritius	Nestorian.
Dec. 8	Do	1,786	4 25	12 50	Singapore and Hong Kong	Flying Mist.
11	Do	1,071	4 25	12 50	Hong Kong	Hippogriffe.
19	Do	1,322	4 25	10 00	Panama	John Trucks.
1858.						
Aug. 24	Do	471	3 85	12 00	Rosario	Pathfinder.
25	Do	750	3 85	8 00	St. Catharine's	Messenger.
25	Do	451	3 85	12 00	Rosario	Bion Bradbury.
27	Do	397	3 85	9 00	Pernambuco	Chase.
27	Do	353	3 85	9 00	do	Marion.
Sept. 8	Do	675	3 85	7 00	Rio de Janeiro	Howard.
22	Do	346	3 85	12 00	Rosario	Frederick Lenning.
23	Do	300	3 85	6 00	Barbadoes	Ocean Wave.
24	Do	400	3 85	6 00	do	Ocean Bride.
25	Do	331	3 85	6 00	do	New Era.

P. S.—Inland freight to be added to shipments of 1858, varying from 70 cents to \$1 40 per ton.

Statement of coal purchased by Bureau of Construction, &c., since the 4th of March, 1857.

Date.	By whom purchased.	From whom purchased.	Number of tons.	Cost of coal.	Home freight.	Foreign freight.	Aggregate cost.	Commis. to coal agents.	Where sent.
1857.									
April 23	Benjamin Tyson	Repplier & Brother	80	\$320 00	\$100 80	.....	\$441 84	\$21 04	Gosport, Va.
24	Do	do	157	628 00	141 30	.....	807 76	38 46	Philadelphia, Pa.
27	Do	do	114	456 00	114 00	.....	598 50	28 50	Gosport.
25	Do	do	151	606 00	121 20	.....	763 56	36 36	Philadelphia.
29	Do	do	181	726 00	145 20	.....	914 76	43 56	Do.
May 4	Do	do	78	312 00	93 60	.....	425 88	20 28	Gosport.
4	Do	do	160	640 00	128 00	.....	806 40	38 40	Philadelphia.
5	Do	do	110	440 00	132 00	.....	600 60	28 60	Norfolk.
6	Do	do	130	520 00	156 00	.....	707 80	33 80	Do.
29	Purser of Niagara	do	271	1,314 06	.....	.....	1,314 06	.....	"Niagara."
June 6	Benjamin Tyson	In England	172	731 00	275 20	.....	1,056 57	50 31	Boston.
16	Do	Tyler, Stone & Co.	85	340 00	93 50	.....	455 17	21 67	Norfolk.
22	Purser of Niagara	do	652	2,875 32	.....	.....	2,875 32	.....	"Niagara."
24	Benjamin Tyson	England	799 4-20	3,516 48	.....	*\$2,882 25 4,795 20	8,487 50	175 82	Rio de Janeiro.
25	Do	Del. & Hudson Canal Co., N. Y.	105	420 00	115 50	.....	562 27	26 77	Norfolk.
25	Do	Tyler, Stone & Co.	100	400 00	110 00	.....	535 50	25 50	Do.
25	Do	do	419	1,676 00	712 30	.....	2,507 72	119 42	Boston.
30	Do	Repplier & Brother	95	380 00	104 50	.....	508 73	24 23	Norfolk.
Aug. 1	Purser of Niagara	Tyler, Stone & Co.	55	266 20	.....	.....	266 20	.....	"Niagara."
17	Benjamin Tyson	England	236	944 00	413 00	.....	1,424 85	67 85	Boston.
22	Do	Repplier & Brother	140	560 00	154 00	.....	749 70	35 70	Norfolk.
22	Do	Tyler, Stone & Co.	1,100	4,675 00	.....	12,100 00	17,008 75	233 75	Panama.
25	Do	do	612	2,601 00	.....	6,120 00	8,851 05	130 05	Valparaiso.
26	Do	do	386	1,678 10	.....	.....	1,679 10	83 93	Saranac.
Sept. 12	Do	do	330	1,353 00	495 00	.....	1,940 40	92 40	Boston.
22	Do	Repplier & Brother	2,052	10,157 40	.....	11,593 80	22,259 07	507 87	Hong Kong.
29	Do	Tyler, Stone & Co.	310	1,271 00	387 50	.....	1,741 43	82 92	Boston.
Oct. 2	Do	do	40 196-2240	174 34	.....	.....	1,183 05	8 71	Saranac.
22	Do	Tyler, Stone & Co.	573	2,826 35	.....	5,615 40	8,593 56	141 81	Shanghai.
21	Do	do	1,219	5,180 75	.....	*3,563 50 9,752 00	15,191 79	259 03	Callao.
29	Do	do	825	3,506 25	.....	*1,320 12 8,250 00	11,931 56	175 31	Cape of Good Hope.
31	Purser of Niagara	England	293	1,218 88	.....	.....	1,218 88	.....	"Niagara."
Nov. 4	Do	do	187	751 71	.....	.....	751 71	.....	Do.
5	Benjamin Tyson	Repplier & Brother	230	943 00	402 50	.....	1,412 77	67 27	Bo ton.
6	Do	Tyler, Stone & Co.	1,523	6,472 75	.....	18,276 00	25,072 38	323 63	Hong Kong.
10	Do	do	814	3,459 50	.....	*2,716 25 10,582 00	13,400 47	172 79	Port Louis, Mauritius.
16	Do	do	115	488 75	138 00	.....	658 09	31 33	Gosport.
18	Do	do	160	680 00	192 00	.....	915 60	43 60	Do.
18	Do	do	170	722 50	204 00	.....	972 82	46 32	Do.

18	Do.....	do.....	105	446 25	126 00	.....	686 00	28 61	Do.
20	Do.....	do.....	69	293 25	82 80	.....	394 85	18 80	Do.
Dec. 8	Do.....	do.....	1,786	7,590 50	.....	{ 1,438 77	{ 30,295 02	379 52	Singapore & Hong Kong.
11	Do.....	do.....	1,071	4,551 75	.....	{ 22,325 00	{ 18,166 34	227 58	Hong Kong.
19	Do.....	do.....	1,322	5,618 50	.....	{ 13,387 50	{ 19,119 42	280 92	Panama.
23	Do.....	do.....	624	2,402 40	758 81	{ 2,625 00	{ 3,319 26	158 06	Brooklyn.
24	Do.....	do.....	237	1,007 25	331 80	{ 13,220 00	{ 1,339 05	66 95	Norfolk.
31	Purser of Wabash	Home Squadron	150	2,250 00	.....	.....	2,250 00	.....	"Wabash."
								4,397 63	
								40 94	
								4,356 69	
1858.									
Jan. 23	Benjamin Tyson.	Tyler, Stone & Co	335	1,289 35	418 75	.....	1,793 92	85 42	Brooklyn.
28	Do.....	do.....	264	1,016 40	330 00	.....	1,413 72	67 32	Do.
30	Do.....	do.....	238	1,096 50	320 50	.....	1,498 75	70 95	Gosport.
Feb. 1	Do.....	do.....	170	722 50	212 50	.....	785 40	46 75	Do.
2	Do.....	do.....	136	578 00	170 00	.....	1,305 15	37 40	Do.
4	Do.....	do.....	226	960 50	282 50	.....	1,033 50	62 15	Do.
6	Do.....	do.....	193	743 05	241 25	.....	2,563 31	49 21	Brooklyn.
10	Do.....	do.....	315	1,338 75	1,102 50	.....	2,571 45	122 06	Key West.
13	Do.....	do.....	316	1,343 00	1,106 00	.....	1,149 48	122 45	Do.
20	Do.....	do.....	151	641 75	453 00	.....	2,793 78	54 73	Do.
23	Do.....	do.....	367	1,559 75	1,101 00	.....	2,139 11	133 03	Pensacola.
24	Do.....	do.....	281	1,194 25	843 00	.....	1,370 88	101 86	Key West.
26	Do.....	do.....	272	1,047 20	258 40	.....	1,512 00	65 28	Brooklyn.
27	Do.....	do.....	300	1,155 00	285 00	.....	2,854 69	72 00	Do.
27	Do.....	do.....	375	1,593 75	1,125 00	.....	2,337 04	135 94	Pensacola.
29	Do.....	do.....	307	1,304 75	921 00	.....	1,139 04	111 27	Key West.
30	Do.....	do.....	226	870 10	214 70	.....	2,633 40	54 24	Brooklyn.
4	Do.....	do.....	380	1,463 00	1,045 00	.....	2,079 00	125 40	Pensacola.
June 7	Do.....	do.....	300	1,155 00	825 00	.....	525 05	99 00	Do.
May 29	Do.....	do.....	73	281 05	219 00	.....	438 74	25 00	Key West.
31	C. H. Hunter.	do.....	61	234 85	183 00	.....	2,661 23	20 89	Do.
June 3	Do.....	do.....	370	1,424 50	1,110 00	.....	3,078 39	126 73	Do.
23	Do.....	do.....	428	1,647 80	1,284 00	.....	3,272 59	146 59	Do.
July 15	Do.....	do.....	455	1,751 75	1,365 00	.....	2,877 00	155 84	Do.
21	Do.....	do.....	400	1,540 00	1,200 00	.....	1,433 25	137 00	Pensacola.
26	Do.....	do.....	300	1,155 00	210 00	.....	2,848 23	68 25	Brooklyn.
27	Do.....	do.....	396	1,524 60	1,188 00	.....	927 83	135 63	Key West.
27	Do.....	do.....	129	496 65	387 00	.....	2,735 99	44 18	Warrington, Fla.
31	Do.....	do.....	367	1,412 95	1,192 75	.....	781 20	130 29	Key West.
31	Do.....	do.....	155	596 75	147 25	.....	1,010 68	37 20	Gosport.
Aug. 4	Do.....	do.....	207	796 95	165 60	.....	7,795 05	48 13	Washington.
6	Do.....	do.....	170	654 50	119 00	.....	5,652 00	38 68	Brooklyn.
24	Do.....	do.....	471	1,813 35	329 70	.....	7,464 05	107 15	Rosario, S. A.
24	Do.....	do.....	300	1,155 00	420 00	.....	.....	78 76	Portsmouth, N. H.
25	Do.....	do.....	451	1,736 35	315 70	.....	.....	102 60	Rosario.

* Expenses of landing.

STATEMENT—Continued.

Date.	By whom purchased.	From whom purchased.	Number of tons.	Cost of coal.	Home freight.	Foreign freight.	Aggregate cost.	Commis. to coal agents.	Where sent.
1858. Aug. 25	C. H. Hunter	Tyler, Stone & Co.	750	\$2,887 50	\$525 00	\$6,000 00	\$9,412 50	\$170 63	St. Catharine's, Brazil.
26	Do	do	195	750 75	160 88	1,119 43	957 21	45 58	Washington.
27	Do	do	397	1,528 45	297 75	3,573 00	6,518 63	91 31	Pernambuco.
27	Do	do	353	1,359 05	264 75	1,183 04	5,983 84	81 19	Do.
28	Do	do	139	535 15	132 05	.....	756 00	33 36	Norfolk.
31	Do	do	175	673 75	131 25	.....	845 25	40 25	Brooklyn.
4	Do	do	319	1,228 15	303 05	.....	1,607 76	76 56	Norfolk.
8	Do	do	675	2,598 75	.....	4,725 00	7,323 75	129 94	Rio de Janeiro.
8	Do	do	645	2,479 40	483 00	.....	3,110 52	148 12	Brooklyn.
13	Do	do	376	1,447 60	507 60	.....	2,652 96	97 76	Portsmouth, N. H.
13	Do	do	232	893 20	192 56	.....	1,140 05	54 29	Washington.
17	Do	do	250	962 50	200 00	.....	1,220 63	58 13	Norfolk.
22	Do	do	169	650 65	126 75	.....	816 27	38 87	Brooklyn.
22	Do	do	346	1,332 10	.....	4,152 00	5,484 16	66 61	Rosario.
23	Do	do	300	1,155 00	.....	*1,662 03	3,012 75	57 75	Barbadoes.
24	Do	do	400	1,540 00	.....	2,400 00	4,017 00	77 00	Do.
25	Do	do	331	1,274 35	.....	1,986 00	3,324 07	63 72	Do.
1	Do	do	271	1,063 35	230 35	.....	1,337 39	63 69	Norfolk.
5	Do	do	311	1,197 35	.....	2,488 00	3,745 22	59 87	Pernambuco.
7	Do	do	186	716 10	139 50	.....	898 38	42 78	Brooklyn.
8	Do	do	176	677 60	132 00	.....	850 08	40 48	Do.
12	Do	do	880	3,388 00	.....	*57 98	11,735 38	169 40	St. Catharine's.
12	Do	do	602	2,317 70	.....	7,920 00	9,657 59	115 88	Rosario.
13	Do	do	261	1,004 85	.....	7,224 00	2,360 09	50 24	Barbadoes.
13	Do	do	161	619 85	128 80	1,305 00	786 08	37 43	Brooklyn.
14	Do	do	367	1,412 95	.....	1,835 00	3,318 60	70 65	Barbadoes.
14	Do	do	337	1,297 45	438 10	.....	1,822 33	86 76	Boston.
15	Do	do	246	947 10	209 10	.....	1,214 01	57 81	Norfolk.
16	Do	do	207	796 95	175 95	.....	1,021 55	48 65	Do.
18	Do	do	143	550 55	121 55	.....	705 71	33 61	Do.
18	Do	do	170	654 50	136 00	.....	830 03	39 53	Brooklyn.
22	Do	do	460	1,771 00	.....	5,060 00	6,919 55	88 55	Rosario.
27	Do	do	662	2,548 70	.....	5,296 00	7,972 14	127 44	Pernambuco.
30	Do	do	688	2,648 80	.....	6,192 00	8,973 24	132 44	Cape Town.
30	Do	do	300	1,155 00	300 00	.....	1,527 75	72 75	Norfolk.
1	Do	do	320	1,232 00	560 00	.....	1,881 60	89 60	Boston.
2	Do	do	175	673 75	148 75	.....	863 63	41 13	Brooklyn.
3	Do	do	171	658 35	145 35	.....	843 82	40 18	Do.
3	Do	do	250	962 50	437 50	.....	1,470 00	70 00	Boston.

Dec.	9	12	16	19	25	26	1	2	2	4	10	16	17	22	24
	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.	Do.
	375	380	385	292	725	1,010	452	435	100	167	400	795	1,585	312	340
	1,443 75	1,463 00	1,482 25	1,124 20	2,791 25	3,988 50	1,740 25	1,674 75	385 00	642 95	1,540 00	3,060 72	6,102 25	1,201 20	1,309 00
	1,031 25	.....	.....	.....	.....	858 50	.....	1,196 25	.....	459 25	.....	.....	.....	.....	.....
	.....	4,180 00	4,235 00	2,336 00	7,975 00	10,100 00	3,616 00	.....	.....	.....	4,400 00	3,975 00	15,850 00	1,716 00	1,870 00
	2,598 75	5,716 15	5,791 36	3,516 41	10,985 81	15,084 35	5,443 21	3,014 55	404 25	1,157 31	6,017 00	7,188 78	22,257 36	2,977 26	3,244 45
	123 75	73 15	74 11	56 21	139 56	237 35	87 01	143 55	19 25	55 11	77 00	153 03	305 11	60 06	65 45
	Warring ton.	Rosario.	Do.	Pernambuco.	Rosario.	St. Catharine's.	Pernambuco.	Warrington.	Phila., for "Chapin."	Warrington.	Rosario.	Barbadoes.	Shanghai.	Aspinwall.	Do.
	St. Catharine's.														St. Catharine's.
	144 56	65 45	60 06	305 11	153 03	77 00	55 11	19 25	143 55	87 01	237 35	139 56	56 21	74 11	73 15

* Expenses of landing.

N. B.—Cost of stowage of coal not included in this statement.

COAL AGENCY.

Statement of amount for construction, repair, equipment, and fuel for steamers, and purchase of hemp for the navy, &c., from July 1, 1841, to January 1, 1859, as shown by the reports of the Second Comptroller of the Treasury.

Years.	For increase, repair, and equipment, ar- mament, fuel for steamers, and pur- chase of hemp.	War steamers of me- dium size.	Steamers on lakes.	Stevens' war steamer.	Steamer Alleghany, (Hunter's plan.)	Six steamers.	Five sloops.	Seven propellers.	Arctic expedition.	Total.
1841-'42	\$2,803,820 70	\$373,771 74	\$33,750 00	.....	.....	.....	.....	.....	.....	\$3,211,342 44
1842-'43	935,818 98	28,515 65	29,018 50	.....	.....	.....	.....	.....	.....	993,353 13
1843-'44	1,398,436 58	86,977 43	36,786 39	.....	.....	.....	.....	.....	.....	1,522,200 40
1844-'45	1,222,378 54	.....	845 11	\$18,753 82	\$58,685 04	.....	.....	.....	.....	1,300,662 51
1845-'46	1,838,479 21	.....	573 50	30,982 83	41,314 96	.....	.....	.....	.....	1,911,350 50
1846-'47	1,567,371 85	.....	1,226 80	.....	.....	.....	.....	.....	.....	1,568,598 65
1847-'48	3,067,779 01	.....	.....	.....	.....	.....	.....	.....	.....	3,067,779 01
1848-'49	3,663,805 35	.....	.....	32,419 00	1,139 77	.....	.....	.....	.....	3,697,304 12
1849-'50	1,867,205 52	.....	.....	1 00	.....	.....	.....	.....	.....	1,687,206 52
1850-'51	2,080,377 44	.....	.....	.....	.....	.....	.....	.....	.....	2,080,377 44
1851-'52	2,354,052 93	.....	.....	.....	.....	.....	.....	.....	.....	2,354,052 93
1852-'53	2,724,036 97	.....	.....	.....	.....	.....	.....	.....	.....	2,724,036 97
1853-'54	2,371,990 84	.....	.....	.....	.....	\$112,804 62	.....	.....	.....	2,484,795 46
1854-'55	2,767,544 40	.....	.....	113,813 48	.....	1,946,450 11	.....	.....	\$140,042 88	4,967,850 87
1855-'56	3,156,593 48	.....	.....	136,186 52	.....	1,719,146 96	.....	.....	7,362 13	5,019,289 09
1856-'57	3,115,351 28	.....	.....	119,206 31	.....	1,466,000 04	.....	.....	1,329 90	4,701,887 53
1857-'58	3,129,427 68	.....	.....	.....	.....	348,932 41	\$472,390 56	.....	.....	3,950,750 65
To January, 1859	1,739,688 39	.....	.....	.....	.....	114,548 41	573,352 90	\$314,550 97	.....	2,742,140 67
	41,804,159 15	489,264 82	102,200 30	451,362 96	101,139 77	5,707,882 55	1,045,743 46	314,550 97	148,734 91	50,165,038 89

The undersigned, members of the senate and house of Berks county, in the State legislature, beg leave to recommend Dr. Charles H. Hunter, of said county, for the agency to supply the government with anthracite coal, now held by Benjamin Tyson.

Doctor Hunter is a sound, active, and influential democrat, of undoubted integrity, and in every respect fully competent to discharge the duties of the office.

We earnestly request this appointment as one due to the applicant, and as one which will prove highly gratifying to the democracy of this county.

JOHN O. EVANS.
J. LAWRENCE GETZ.
W. WM. HEINS.
B. NUNEINACHER.
MICHAEL HOFFMAN.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

NAVY DEPARTMENT, *February 19, 1859.*

I certify that the foregoing is a true copy of the original on file in this department.

JNO. W. HOGG,
Acting Chief Clerk.

The undersigned beg leave to recommend Doctor Charles H. Hunter, of Berks county, for the agency to supply the government with anthracite coal, now held by Benjamin Tyson.

Doctor Hunter is a sound, active, and influential democrat, of undoubted integrity, and in every respect fully competent to discharge the duties of the office.

We earnestly request this appointment as one due to the applicant, and as one which will prove highly gratifying to the democracy of this county.

WM. M. HIESTER.
CHARLES KESSLER.
JOHN S. SCROEDER.
JACOB K. McKENTY.
GEO. D. STITZEL.
JOS. RITTER.
MICH. P. BOYER.
LEVI WUNDER.
EDWARD M. CLYMER.
SAMUEL L. YOUNG.
FREDK. LAUER.
J. B. WARNER.
DANIEL BUSKIRK.
DANIEL POTTIEGER.
H. S. GETZ.
J. HAGGENMAN.
A. JORDAN SWARTZ.
HIETTER CLYMER.
A. LIEZE.
GEORGE W. BRUCKMAN.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

NAVY DEPARTMENT, *February* 19, 1859.

I certify that the foregoing is a true copy of the original on file in this department.

JNO. W. HOGG,
Acting Chief Clerk.

ANTHRACITE COAL AGENCY AT PHILADELPHIA.

No. 26.—CHARLES H. HUNTER, READING, PENNSYLVANIA.

FEBRUARY 2, 1859.

CHARLES H. HUNTER called and examined.

By the Chairman:

Question. What is your occupation?

Answer. That of a physician.

Question. Where do you reside?

Answer. At Reading, Pennsylvania.

Question. What office or employment, if any, do you hold under the government of the United States?

Answer. I hold the agency for the purchase of anthracite coal.

Question. Are you the only party interested in that coal agency?

Answer. I am the only party recognized by the government.

Question. Who is associated with you in the matter?

Answer. Mr. John F. Smith.

Question. Where does he reside?

Answer. In Philadelphia.

Question. Is he the only person associated with you?

Answer. Yes, sir.

Question. Why is he associated with you?

Answer. That I really do not know how I can tell you. The arrangement is a private one between Mr. Smith and myself.

Question. Has Mr. Getz anything to do directly or indirectly with this coal agency?

Answer. He has not.

Question. Does he receive any portion of the profits of the office?

Answer. No, sir.

Question. Is there any arrangement between you and Mr. Getz in regard to a division of the profits?

Answer. No, sir.

Question. Do you contribute to Mr. Getz any particular sum of money?

Answer. I do not.

Question. What is his employment?

Answer. He is the editor of a paper published at Reading, Pennsylvania.

Question. A democratic paper?

Answer. Yes, sir.

Question. Do you not pay him anything?

Answer. No, sir, nothing.

Question. What other parties are interested in this private arrangement between you and Mr. Smith?

Answer. Not one.

Question. Is this private arrangement understood and known by the government?

Answer. No, sir; not to my knowledge.

Question. Upon whose recommendation were you appointed coal agent?

Answer. There were a number of gentlemen gave me their personal recommendations; but I suppose I received it more through the influence of the Hon. J. Glancy Jones.

Question. He favored your appointment?

Answer. Yes, sir.

Question. Had you any experience in the purchase of coal previous to your appointment?

Answer. I had not.

Question. Have you since had any active agency in the purchase of coal?

Answer. The orders are issued to me.

Question. Do you purchase the coal yourself?

Answer. I direct the purchase of it.

Question. Is the fact of your not being connected with the coal business known to the department?

Answer. I cannot tell.

Question. When the orders are received what do you do with them?

Answer. I direct the parties to purchase the coal for the government.

Question. What is Mr. Smith's functions in this arrangement?

Answer. He attends to the selecting of the coal through my direction?

Question. What is the arrangement between you and Mr. Smith?

Answer. In regard to what?

Question. In regard to anything connected with this agency.

Answer. He receives a part of the commissions.

Question. What part?

Answer. One-half.

Question. Have you communicated this fact to the government?

Answer. No, sir.

Question. Is it known to the department?

Answer. I cannot tell you, sir.

Question. Is it known to any officer of the government?

Answer. Not that I am aware of.

Question. Where does this Mr. Smith reside?

Answer. In Philadelphia.

Question. What business is he in there now?

Answer. I really cannot tell you what business he is in now; he formerly was in the omnibus business.

Question. How came you and Mr. Smith to make this arrangement?

Answer. Through our friends.

Question. What friends?

Answer. That I cannot tell you.

Question. Who first suggested the idea which led to the consummation of this arrangement?

Answer. When the commission was made out to me, it was brought to Reading by some of my friends who were on here at the time.

Question. What friends?

Answer. It seems to me that Mr. Smith's brother was here, and that a Mr. Kearnes was here.

Question. Who else?

Answer. I was not in Washington myself at the time, but it seems to me that there were gentlemen here from Reading at the time.

Question. Who brought on the commission?

Answer. Mr. Smith.

Question. Which Mr. Smith?

Answer. The one that lives in Philadelphia; his brother, Mr. George Smith, of Reading, was on here at the time, but Mr. John F. Smith, of Philadelphia, brought on the commission to me.

Question. Did he deliver to you your commission?

Answer. Yes, sir.

Question. From whom did he receive it?

Answer. That I cannot tell.

Question. From whom did the commission emanate?

Answer. From the Secretary of the Navy.

Question. This is a personal appointment of the Secretary of the Navy?

Answer. Yes, sir.

Question. Did Mr. Smith tell you that he had been authorized by the Secretary of the Navy to deliver this commission to you?

Answer. No, sir.

Question. What did he say about it?

Answer. I really do not recollect what passed between us; but my friends, who came on to Reading before Mr. Smith delivered to me the commission of appointment, said that a commission had been made out, and they would have brought it; I think Mr. Kearnes said that, but that it was afterwards agreed that Mr. Smith should bring it on.

Question. Did you understand that it was arranged at Washington that Mr. Smith should bring the commission on to you?

Answer. That was my understanding of the matter.

Question. Had you any previous acquaintance with Mr. Smith?

Answer. He formerly lived at Reading. I have known him perhaps twenty years.

Question. Had there been any degree of intimacy between you and him for several years?

Answer. We knew each other, but I cannot say we were intimate.

Question. What did Mr. Smith say to you when he handed you the commission?

Answer. I cannot recollect.

Question. Did he say that it was understood that you were to enter into arrangement with him in regard to the profits of this office?

Answer. My friends had reported that to me before Mr. Smith came on, and I take it for granted that Mr. Smith said the same thing.

Question. Did he tell you that it was understood that the arrangement was to be made between you and him?

Answer. Yes, sir.

Question. Did he tell you what the arrangement was to be?

Answer. It seems to me that there was no definite agreement, but that arrangement, whatever it might be, was between me and himself?

Question. Did he propose an arrangement?

Answer. The arrangement was prepared and made between friends here.

Question. Now, I want to get at this matter. Was there not a dispute between you and Mr. Smith in regard to this matter, and with Mr. Getz? And was it not a part of the original arrangement that Mr. Getz was to have a portion of this money?

Answer. Yes, sir, it was.

Question. Why did he not get it?

Answer. Mr. Getz withdrew.

Question. What were his reasons for withdrawing?

Answer. That I cannot tell. I heard a rumor before I heard anything from Mr. Getz himself, and Mr. Getz subsequently told me that his intention was to withdraw.

Question. Did he not complain to you that the share allotted to him was too small?

Answer. Not that I can recollect.

Question. Were there any other parties in this arrangement at first?

Answer. No one else.

Question. Mr. Smith, Mr. Getz, and yourself were the parties?

Answer. Yes, sir.

Question. What proportion did Mr. Smith first claim when you were negotiating this arrangement?

Answer. There was no negotiation in regard to it. When I received this appointment my friends, who notified me of the fact that I was appointed, said that the understanding was that Mr. Getz, and Mr. Smith, and myself were to have the emoluments.

Question. Who were these friends.

Answer. Mr. Kearnes, Mr. George Smith, and it seems to me that Mr. Getz was one of the first men who communicated this fact to me.

Question. Did you enter into any written stipulation with Mr. Smith?

Answer. No, sir.

Question. It stands merely upon open agreement between you?

Answer. Yes, sir, merely a verbal agreement.

Question. What are the profits of that agency per year?

Answer. I have not held it a year.

Question. What is the per centage allowed to the purchaser?

Answer. Five per cent.

Question. Upon what basis? the cost at Philadelphia?

Answer. The cost of the coal shipped to various points in the country. On foreign shipments the government charters the vessels.

Question. Have you your commission or letter of instructions with you?

Answer. I have not.

Question. What is the purport of it?

Answer. The language, so far as I recollect it, is this: "Authorized to purchase the anthracite coal for the United States navy, upon which you are to receive five per cent. commission upon the cost of the coal and freight." I think that is the purport of it; I am satisfied it is.

Question. When was you appointed?

Answer. In May last.

Question. How much have you received in the aggregate for your compensation for the first six months of your appointment?

Answer. That I cannot tell you, sir.

Question. State it as near as you can.

Answer. I can best come at it in this way: the quarters end upon the 1st of July, the 1st of October, and the 1st of January.

Question. Give us one quarter, then.

Answer. The quarter for October, November, and December, came to \$3,400.

Question. How much did you receive for the quarter ending October 1st?

Answer. I think it was something like \$4,000.

Question. Does that include all, or only your share?

Answer. That includes the whole; everything, sir.

Question. Have you made a division with Mr. Smith, so far as you have gone?

Answer. I have.

Question. From whom does the money come to you for your percentage?

Answer. There is a warrant issued by the Navy Department to the navy agent at Philadelphia.

Question. Who makes this division between you and Mr. Smith?

Answer. I draw the money. I receive the draft and send Mr. Smith his share. All the orders are issued to me.

Question. Before we come to that, I want to know who were the parties in Washington to this arrangement, as you have learned from Mr. Getz or Smith. Who were the parties to this arrangement at the time you were appointed, and who were present when this arrangement was entered into?

Answer. That I could not tell, sir.

Question. Were you not told by the parties that the Secretary of the Navy had assented to this arrangement?

Answer. No, sir. So far as I am aware, he knows nothing of it.

Question. Did you know that Mr. Jones assented to it or knew it?

Answer. I cannot tell you; but I took it for granted that Mr. Jones was with these gentlemen.

Question. Did these gentlemen say to you that Mr. Jones was a party to it?

Answer. No, sir.

Question. Did they tell you that he knew anything about it?

Answer. No, sir.

Question. Was Mr. Jones in Washington at the time?

Answer. He was.

Question. Did he go with them to secure this appointment?

Answer. That I cannot tell.

Question. Did he return with those men?

Answer. No, sir.

Question. What other person was mentioned by them as being present at the arrangement?

Answer. No one that I recollect, excepting the gentlemen I have named.

Question. Now let us return to the course of business. When a purchase is to be made, a requisition is sent to you. What do you do with that requisition?

Answer. I send it to the party of whom I want to purchase, and also notify Mr. Smith.

Question. What party is that?

Answer. I have sent to Tyler, Stone & Co.

Question. Do you not make all the purchases of coal of that firm?

Answer. I have done so to this time.

Question. You send the requisition to them; and what do they do?

Answer. If there is a vessel to load, they load the vessel according to my directions.

Question. You do not go to Philadelphia to supervise it?

Answer. I have an arrangement with Mr. Smith to see that the shipments are properly made.

Question. Do you go to Philadelphia yourself to see to it?

Answer. I go occasionally.

Question. How often?

Answer. I really cannot tell.

Question. Once a month?

Answer. I take it for granted that it is as often as that.

Question. Do you continue to practice as a physician?

Answer. I do.

Question. How far is Reading from Philadelphia?

Answer. Fifty-two miles.

Question. How far is Reading from the coal region?

Answer. Thirty-six miles.

Question. Do you go to the coal region?

Answer. I have been up there.

Question. In regard to this particular business?

Answer. No, sir.

Question. I will ask you whether you do anything excepting simply to sign formal papers which it is necessary for the coal agent to sign?

Answer. I see that a proper article of coal is furnished.

Question. Do you inspect the coal?

Answer. I do not myself; I get Mr. Smith to do it.

Question. Do you know that Mr. Smith is qualified for this?

Answer. I have reliance in him.

Question. Do you know whether he was ever engaged in that business?

Answer. That I cannot tell you, sir.

Question. Do you know whether he can distinguish the qualities of coal? There is a great difference in it.

Answer. I do not know of my own knowledge.

Question. Did anything induce you to appoint Mr. Smith to do this excepting this previous arrangement?

Answer. That was the reason.

Question. Why did you purchase this coal of Tyler, Stone & Co.?

Answer. They had furnished the coal to the previous agent, and I had such information as convinced me that they had furnished the coal satisfactorily. I had no other reason.

Question. Did you know of any relationship between either of these gentlemen and the Secretary of the Navy?

Answer. I was told that there was.

Question. Which member of the firm?

Answer. Mr. Beach.

Question. Did you know that Mr. Tyler also was a relative by marriage?

Answer. I did not.

Question. Did you so understand?

Answer. I do not know that I had ever heard of it.

Question. Do you know them?

Answer. I know Mr. Tyler and Mr. Beach.

Question. In what business are they engaged?

Answer. The coal business.

Question. Where?

Answer. In Philadelphia.

Question. How long have they been engaged in it?

Answer. I cannot tell you, sir.

Question. Where did you first see them?

Answer. I met Mr. Beach at Reading the first time.

Question. Was that after your appointment?

Answer. He came to Reading, but whether he came up expressly to see me or not, I do not know.

Question. Is Mr. Smith engaged in the coal business?

Answer. Not that I know of, sir.

Question. Who fixes the price of this coal? Did you agree with Tyler, Stone & Co. as to the price?

Answer. Yes, sir.

Question. Well, what is the price?

Answer. At Philadelphia, \$3 85.

Question. When did you fix that price?

Answer. Soon after my appointment.

Question. Upon what basis?

Answer. At the same rate that the coal had been purchased by the former agent.

Question. Did you take any pains to examine whether coal could be furnished more cheaply or not?

Answer. I do not know that I did.

Question. Did you invite proposals or offers from coal dealers?

Answer. No, sir.

Question. Did you go to see any other coal dealers?

Answer. A number of them made applications.

Question. Were their applications acceded to?

Answer. They did not state any price at all.

Question. Did you tell them that the matter was open to a proper bid?

Answer. I did not.

Question. Did you tell them that you had contracted with Tyler, Stone & Co.?

Answer. I did not.

Question. Did you communicate to them the price at which the coal was to be furnished to the government?

Answer. I do not know that I did, sir.

Question. Have you ever had any correspondence with the Secretary of the Navy in regard to this subject?

Answer. No, sir.

Question. Has he ever written to you since your appointment?

Answer. He has not.

Question. Have you ever received a letter from the department?

Answer. Yes, sir; relating to the manner in which the business should be transacted; a letter of instructions.

Question. Have you those instructions with you?

Answer. I have not.

Question. Did they not require you to attend and examine in person the delivery of coal?

Answer. No, sir.

Question. Did they give you directions of this kind to furnish the best article for the purpose for which it was intended without fixing the price?

Answer. Yes, sir.

Question. Did any other circumstances induce you to make your purchases of Tyler, Stone & Co., than the fact that they had previously furnished to the former agent?

Answer. No, sir.

Question. Did you not understand from Mr. Smith or Mr. Getz that it was the desire of certain parties in Washington that they should furnish the coal?

Answer. No, sir.

Question. Did you not have such a conversation with them?

Answer. I did not.

Question. Did not Mr. Smith inform you that such was the wish?

Answer. He did not.

Question. Did not Mr. Getz?

Answer. No, sir.

Question. Was not that understood by you at the time?

Answer. It was not.

Question. Was there no information of that kind communicated to you?

Answer. None.

Question. Why then did you not seek to find out the lowest responsible bidder, for the purchase of this coal?

Answer. I felt that the government had been furnished by these men with a proper article, and that if the government were satisfied with the article furnished, there was no reason to change.

Question. Did you not understand that it was your business, as agent for the government, to procure the coal upon the most favorable terms for the government?

Answer. I conceive that these agents furnish the coal upon as favorable terms as the best coal can be furnished.

Question. You do not state that upon your own inspection of the coal?

Answer. I base it upon the fact that there is no information from the department that the coal fails to answer the purpose for which it is intended to be used.

Question. There have been no complaints by the government?

Answer. No, sir; I felt satisfied that the coal furnished was furnished of the quality represented, and at the market rates.

Question. Did you make any efforts to ascertain that?

Answer. I did not.

Question. Did you communicate this fact to the applicants for furnishing coal to the government?

Answer. I did not. I felt that the coal had been furnished by the agents previous to my appointment in a manner satisfactory to the department, and felt fully warranted by that to continue this arrangement.

Question. When did Tyler, Stone & Co. commence furnishing the government with coal?

Answer. I cannot tell you, sir.

Question. Was it not since March 1, 1857?

Answer. I am not aware.

Question. Do you not know the fact from them, or from Mr. Smith?

Answer. I know that they furnished coal to the former agent.

Question. Do you not know that they only commenced furnishing coal to the government after March 4, 1857?

Answer. No, sir.

Question. Do you not know that they only furnished a portion of the coal from March 4, 1857, up to the time of your appointment?

Answer. No, sir.

Question. Did you not know that other parties furnished coal as well as Tyler, Stone & Co., up to the time of your appointment? Have you not heard it from other parties?

Answer. I do not know that I have, sir.

Question. Did you ever make inquiries as to the fact?

Answer. No, sir.

Question. Are you connected in any way with the Reading forge?

Answer. I am not. I unfortunately held some stock there.

Question. You are a democrat in politics, I suppose?

Answer. I am.

By Mr. Ritchie:

Question. Are you in the habit of observing the market price of coal in Philadelphia?

Answer. I can get the market values.

Question. Are you in the habit of doing this?

Answer. No, sir.

Question. Do you know what has been the market price of coal in Philadelphia during the last year?

Answer. I have been satisfied that the coal furnished to the government has been furnished at the market rates.

Question. I merely wanted to know the reason of your being satisfied.

Answer. The department made no complaints.

Question. Are you in the habit of observing the quality of coal delivered at that rate on board ships?

Answer. No, sir; Mr. Smith attends to that.

By the Chairman:

Question. Who inspects this coal when delivered to the government?

Answer. I cannot tell.

Question. You never looked to that?

Answer. No, sir.

Question. Do you know whether it is inspected at all, or not?

Answer. It is delivered at various yards and docks in the country. I take it for granted it is weighed—in fact, I have received returns. On one or two occasions I was notified that a certain cargo was one or two tons short; on other occasions I have been notified that a cargo has been several tons over weight.

By Mr. Ritchie:

Question. Who gave you that notice?

Answer. The commandants of the navy yard where the coal was delivered.

By the Chairman:

Question. A part of your duty is to contract for the transportation of this coal to the navy yards of the United States wherever it is needed?

Answer. Yes, sir.

Question. Who makes these contracts with the vessels?

Answer. Orders are issued by the department, limiting the freight to a certain amount, for the points where I am to deliver.

Question. Who makes the contracts with the vessels for the freight?

Answer. Tyler, Stone & Co.

Question. They act as your agents?

Answer. Yes, sir; but the department has invariably restricted the freights; they prescribe the maximum.

Question. Does the department know that you get Tyler, Stone & Co., to charter those vessels?

Answer. Not that I am aware of, sir.

Question. Do you communicate to them the order of the department?

Answer. Yes, sir.

Question. Do you send off the same paper to Tyler, Stone & Co., that you have received from the department?

Answer. No, sir; I write them that I have an order to ship a certain amount of coal to a certain point, and that the freight is to be within a certain amount.

Question. Do not they always charge that amount?

Answer. The freight is sometimes made specific; at other points it is limited, say between $2\frac{1}{2}$ and $2\frac{1}{4}$; and where the limit has been put, the freight is sometimes at the lowest figure; and, again, they have notified me that they could not get vessels for a length of time.

Question. Are they forwarders? Do they deal in ships?

Answer. Not that I am aware of, sir.

Question. They ship coal; is that a part of their business?

Answer. Yes, sir.

Question. Do you see no impropriety in getting the same man who delivers the coal to ship the coal? Do you think that is right?

Answer. I do not see anything wrong in it, sir.

Question. What induced you to employ Tyler, Stone & Co. to ship the coal?

Answer. The reason was that they had done so previously.

Question. Do you employ any other firm in the transportation of the coal for the government?

Answer. I do not.

Question. There was no other reason that induced you to employ those gentlemen to ship the coal?

Answer. No, sir.

Question. Do they make returns to you of the amount shipped?

Answer. Yes, sir; they make returns.

Question. You forward the returns they make to you to Washington, do you?

Answer. Yes, sir.

Question. To whom do you address your letters?

Answer. To the chief of the Bureau of Construction, and to the chief of the Bureau of Yards and Docks.

Question. Mr. Lenthall and Commodore Smith?

Answer. Yes, sir.

Question. Do you have any correspondence with, or address any communications to the Secretary of the Navy?

Answer. No, sir.

Question. From whom do you receive those letters fixing the maximum rate?

Answer. From Mr. Lenthall.

Question. Do you know the basis upon which that decision is made?

Answer. No, sir.

Question. Do you ever inquire whether it is too high or too low?

Answer. I do not; I will say that I am told they are at the lowest figure; I have been told so a number of times.

Question. What particular use is there in your office?

Answer. To purchase coal for the Navy Department.

Question. Will you state any particular use there is in the office

you hold, if you know of any? [A pause.] I will ask you this question: Could not the money paid you and Mr. Smith be saved to the government, and the correspondence be made directly between the department and Tyler, Stone & Co.? [A short pause.] If there is any explanation you want to give or reason you want to give to continue the place you are at perfect liberty to give it.

Answer. I don't know really what answer to make to your question, sir.

Question. It is for you to say; to answer it if you desire; if you can give any reason to give it; if not—

(No reply.)

By Mr. Groesbeck:

Question. How long has that office been established?

Answer. I cannot tell you, sir, but I know it was in existence during Mr. Fillmore's administration.

Question. Do you know the rates of compensation then?

Answer. I do not, sir.

Question. Do you know whether any change has been made in the rate of compensation to the agent?

Answer. There has not been in the last two terms; that is, in the term previous to mine and in mine, because I had a conversation with the last agent, and his commission read like mine.

Question. You knew of this office as early as the administration of Mr. Fillmore?

Answer. Yes, sir.

Question. I will ask you, doctor, whether you were not under obligations, at the time your commission was delivered to you, to take in Mr. Smith into that arrangement?

Answer. No, sir; excepting so far as those friends, who were here at the time the commission was issued, informed me this understanding existed.

Question. Are you under any obligation to purchase of Tyler, Stone & Co.?

Answer. No, sir; I am not.

Question. Are you at liberty to purchase anywhere?

Answer. Anywhere I see fit; yes, sir.

By Mr. Bocock:

Question. Is Mr. Smith a relative of the Secretary of the Navy in any way?

Answer. No, sir; he is a son of Judge Smith.

Question. Is he related to any member of the firm of Tyler, Stone & Co.?

Answer. Not that I am aware of, sir.

Question. When you say it was understood in Washington that you were to take Mr. Smith into the arrangement, do you mean that it was understood by the Secretary of the Navy?

Answer. No, sir; not to my knowledge. So far as I know, the Secretary of the Navy knew nothing about it.

Question. Have you any knowledge, directly or indirectly, that the Secretary of the Navy desires you to give the contracts for coal to Tyler, Stone & Co.?

Answer. I have not, sir.

Question. You say that you are satisfied that \$3 85 is a fair price for coal. What is that understanding of your's founded upon?

Answer. Upon the fact that the previous agent purchased it at that rate.

Question. Had there been any change in the price of coal?

Answer. The coal of the last year has been purchased at a rate, taking the year as a year, cheaper than the year before.

Question. Has there been any reduction in the kind of coal which is furnished to the government?

Answer. Yes, sir.

Question. It has been cheaper last year than the year before?

Answer. Yes, sir; at least, I am told so, upon what I conceive to be good authority.

Question. Suppose that you, as coal agent, were to give an extravagant price for coal, what corrective would there be? Is there anybody to supervise the price you give for coal?

Answer. I take it for granted the department would pursue the same course they did with regard to freights.

Question. How much coal do you have to supply the government with in the course of the year?

Answer. That I cannot tell you, sir, without stating definitely, within a few hundred tons. I have furnished 30,000 tons. I think it runs several hundred tons beyond that.

Question. It is in that neighborhood, according to your best recollection?

Answer. It is.

By Mr. Groesbeck:

Question. Do you necessarily keep yourself posted as to the market price for coal?

Answer. The price for coal, I am satisfied, has not varied. It has been rather on the increase than decline since I have had the agency.

Question. Do you keep yourself advised by the current papers as to the market price for coal?

Answer. I keep myself advised, by my intercourse with my friends in the iron business, in regard to the rise and decline of coal.

C. H. HUNTER.

No. 27.—TESTIMONY OF J. LAWRENCE GETZ, READING, PA.

J. LAWRENCE GETZ was sworn and examined.

By the Chairman:

Question. Where do you reside?

Answer. In Reading, Pennsylvania.

Question. What is your occupation there?

Answer. I am the editor of a newspaper.

Question. What is the name of the paper?

Answer. The Reading Gazette.

Question. Were you in the city of Washington at the time the appointment of Dr. Hunter as coal agent was made?

Answer. I was here at the time I understood it was made.

Question. Did you join in the recommendation of Dr. Hunter as coal agent?

Answer. I did, sir.

Question. What others joined in that recommendation?

Answer. I was a member of the Pennsylvania legislature at the time, and I saw only a recommendation signed by my colleagues and myself.

Question. Do you know of your own knowledge and information whether Mr. Jones contributed to that appointment?

Answer. I have no positive knowledge in regard to the matter. It was generally reported that Mr. Jones had used his influence in favor of Dr. Hunter. This was generally supposed and believed.

Question. Was any arrangement made with regard to the appointment as to the division of the emoluments?

Answer. I cannot say that any arrangement was made.

Question. What was the understanding at the time?

Answer. The knowledge I have is very vague. It was a third party who spoke to me in regard to the matter, and said it would be understood in the appointment of Dr. Hunter that the profits of the office would be shared between Dr. Hunter, Mr. Smith, of Philadelphia, and myself.

Question. Who was the third party who spoke to you about it?

Answer. It was Mr. Carnes of Reading.

Question. From whom did you get this understanding?

Answer. I am not able to say, sir; I have no positive knowledge where he got the information.

Question. Did you have any communication with any officer in the Navy Department with regard to the matter?

Answer. I did not, sir.

Question. Did you go near the Navy Department with regard to it?

Answer. No, sir.

Question. Did you have any conversation with Mr. Jones with regard to it?

Answer. I did.

Question. Did he understand the arrangement?

Answer. I presume he did, sir.

Question. Did you gather from the conversation that he did?

Answer. Yes, sir.

Question. Did he mention it to you?

Answer. I cannot say that he ever spoke about the matter to me directly; we had some conversation with regard to it.

Question. It was spoken of as an arrangement that already existed, as a thing that would be done?

Answer. Yes, sir.

Question. Why were you included in the arrangement?

Answer. I was an applicant for an office under the general government, and like many others I was not successful; I presume this thing was offered to me as a substitute for the appointment that I sought.

Question. Had it any connexion with your position as editor, to

enable you to prosecute the hazardous undertaking of keeping up a newspaper?

Answer. I think not, sir.

Question. It was to satisfy your claim as an applicant for an office, then?

Answer. I judge it was, sir.

Question. Well, how did this offer come to you directly? Who first mentioned the subject to you?

Answer. I think that Mr. Carnes did. Mr. Carnes came to Washington at the time I did.

Question. When it was mentioned to you what did you do?

Answer. When the proposition was first made to me I declined it?

Question. What further negotiation was had with regard to it?

Answer. It was represented to me that this thing was better than nothing; that it would require none of my time or attention; that I would probably better reflect upon the matter and consent to the arrangement.

Question. State whether or not you did consent?

Answer. I did consent, with a mental reservation, if I may say so?

Question. What was the mental reservation?

Answer. It was a thing that was not very acceptable and satisfactory to me; it was a thing I had never thought of, and had never sought for, and I did not think it was at all in my line. I suppose I felt as most persons do when disappointed in what they are seeking for; I felt a little cross at the time.

Question. But you did the best you could?

Answer. Yes, sir.

Question. Why was Dr. Hunter included in the arrangement?

Answer. He was the appointee?

Question. He was the applicant?

Answer. Yes, sir.

Question. Had he any peculiar fitness or qualification for the office of buyer of coal?

Answer. I am not able to say, sir.

Question. You know the Doctor is a very good physician?

Answer. Yes, sir.

Question. But do not know that he was ever engaged in the purchase of coal?

Answer. His father and several members of the family are largely engaged in the iron business; and I believe the doctor was engaged at one time under his father at a furnace in the country, and in that capacity I have no doubt he was required to have some dealings in coal.

Question. Why was Mr. Smith a party to the arrangement?

Answer. Really I cannot say, sir.

Question. Was he present at the time?

Answer. Mr. Smith was here at the time.

Question. Did you hear at the time why he was one of the parties in this arrangement?

Answer. I have no recollection of hearing.

Question. Had he any connexion, either by marriage or companionship with any particular person controlling this appointment?

Answer. Not to my knowledge, sir.

Question. What position had he held before? Had he held any political position?

Answer. When he left our county, some years ago, I think he held the office of flour inspector under the governor of our State.

Question. Had he afterwards, in Philadelphia, any political or official status?

Answer. I think not, sir.

Question. Was he a coal dealer by trade?

Answer. Not to my knowledge.

Question. You cannot tell, then, why he was introduced into the arrangement?

Answer. I have no knowledge of any reason other than supposed political reasons. I have no knowledge even of that.

Question. Do you know upon whose authority this division of the compensation was made?

Answer. I do not know, sir.

Question. Was it communicated to any officer of the government?

Answer. Not to my knowledge.

Question. Was it spoken of in your presence—in the presence of any officer of the government besides Mr. Jones?

Answer. I do not think it was to my knowledge.

Question. Just think a while and recollect, if you can.

Answer. The appointment was spoken of, I think, by the President in my presence.

Question. The appointment of Dr. Hunter?

Answer. Yes, sir.

Question. What did the President say to it?

Answer. It was in reply to something that was supposed to refer to me; it was in reply to an application for my appointment to that office, as it was supposed; he said he had made up his mind to appoint Dr. Hunter; these were his words, I think—"Mr. Jones urged me to appoint you; but you were no applicant, and I have made up my mind to appoint Dr. Hunter."

Question. Was anything further said?

Answer. Not in regard to this subject, I think, sir.

Question. Did you say this would be satisfactory; that it would be all right; or anything of that sort?

Answer. Nothing like that was said by me at all, sir.

Question. When was this conversation?

Answer. In May or June last; in the latter part of May, I think.

Question. Who was present?

Answer. Mr. Smith was present.

Question. The Mr. Smith who is in this arrangement?

Answer. No, sir; a brother to that Mr. Smith.

Question. Where does he reside?

Answer. In Reading, Pa.

Question. Was there anything said at that time about the emoluments of that office?

Answer. No, sir.

Question. By the President, or by any one in his presence?

Answer. No, sir.

Question. Do you know that nothing was said about its being a valuable office, or a profitable office?

Answer. Not in my presence.

Question. What connexion had Mr. Smith with the politics of your State?

Answer. When he lived in our county I knew him as a pretty active member of our party, as an active politician. Since he has resided in Philadelphia I have known very little of him.

Question. Was he not the chairman of the Philadelphia committee in the election of 1856?

Answer. I think not, sir.

Question. Did not hear his name mentioned in connexion with some political position of that kind?

Answer. I did not.

Question. Why did you not continue in this arrangement?

Answer. Well, sir, it has never been very acceptable to me, and I did not continue in it because I had some reasons of a personal nature.

Question. Did you receive any other appointment from the government?

Answer. No, sir.

Question. Did you receive any other place or emolument from the government?

Answer. No, sir.

Question. You are still in the position of editor of a newspaper then?

Answer. Yes, sir.

Question. State whether or not Mr. Jones was to receive any portion of this?

Answer. Not to my knowledge.

Question. Was any portion of it to be applied to purposes of the election?

Answer. Not to my knowledge.

Question. Was there an understanding that any portion of it was to be expended upon the then pending election?

Answer. I heard of none, sir.

Question. Were you connected with the Reading Forge?

Answer. No, sir.

By Mr. Ready:

Question. Have you received any portion of the emoluments of this office?

Answer. I have not, sir.

By Mr. Bocock:

Question. Does it come within your knowledge that either the

President or the Secretary of the Navy knew anything about the arrangement for the division of the compensation?

Answer. I have no knowlegde of it; I knew very little about it, indeed.

J. LAWRENCE GETZ.

No. 28.—TESTIMONY OF JOHN F. SMITH, PHILADELPHIA.

FEBRUARY 2, 1859.

J. F. SMITH called and examined.

By the Chairman:

Question. Where do you reside?

Answer. In Philadelphia.

Question. What is your business there?

Answer. I was engaged in the omnibus business for a considerable time for the last ten or twelve years, but latterly I sold out to my son-in-law; but I have an interest in the business again.

Question. Were you in the city of Washington in May last?

Answer. Yes, sir.

Question. Were you present at the time the arrangement was made for the appointment of Dr. Hunter coal agent?

Answer. I was here. Dr. Hunter was not here; his friends were here, several of them; I was here, and several of my friends were here; there were several applicants for the place; we had a conversation to arrange things amicably, if we could. Finally it was agreed that if the Secretary would appoint either of us, he should appoint Dr. Hunter, and he did so.

Question. What was the arrangement in regard to the division of the emoluments of the office?

Answer. The emoluments of the office were to go to Dr. Hunter, Mr. Getz, and myself.

Question. Was this arrangement made known to the Secretary of the Navy?

Answer. No, sir; it was amongst ourselves and our friends.

Question. Who were present at the time this arrangement was made?

Answer. I think my brother, George Smith, was present, and Mr. Kearnes, whose first name I do not recollect, a friend of Mr. Hunter, was here; Mr. Hunter was not here; Mr. Getz himself was here. We concluded, from all we heard and all that was said, that the appointment would probably go to Berks county. I lived in Berks county originally, and my brother and relations all lived there.

Question. Were any other persons present when this arrangement was made except the persons you have named? Was J. Glancy Jones present?

Answer. No, sir; we had conversations with him several times about it, each one urging the claims of different parties.

Question. Did he understand your arrangement?

Answer. We told him, I think, that such and such an arrangement was agreed upon, if it could be brought about. He was aware of it.

Question. Did you communicate this arrangement to the President?

Did he understand that an arrangement had been made between the competitors for this office?

Answer. Yes, sir; he understood that the emoluments of the office were to go to the three, as I have stated.

Question. Did he say anything about it?

Answer. No, sir.

Question. And thereupon Dr. Hunter was appointed?

Answer. We agreed among ourselves that Dr. Hunter should be appointed.

Question. Did you communicate this fact to the Secretary of the Navy?

Answer. No, sir; not a word of it, to my knowledge.

Question. From whom did the appointment emanate?

Answer. The appointment was made by the Secretary. I think the President felt disposed—indeed he told me upon several occasions before that if he could do anything for me he would.

Question. Did he express himself gratified at this settlement of the controversy?

Answer. Yes, sir; he said he was pleased that the thing was done or finished, or something to that effect.

Question. Did you take the commission with you to Reading?

Answer. Yes, sir; I received it here.

Question. From whom?

Answer. If my memory serves me right, I received it from Mr. Welsh, the chief clerk of the Secretary of the Navy. I think Mr. Getz and Mr. Kearnes had left here. I told them that I had some business at Reading, and that I would be there in the course of a day or two, and that I would receive the commission, and bring it along with me.

Question. Did you deliver it to Dr. Hunter?

Answer. Yes, sir.

Question. Did he assent to the arrangement?

Answer. He merely opened the commission and looked at it, and said that it was all right.

Question. Did he say anything about this arrangement?

Answer. I do not recollect whether at that time we talked matters over or not.

Question. From the conversation you had with him, did he seem to understand the arrangement?

Answer. Yes, sir.

Question. Has it been carried out by him fairly?

Answer. Yes, sir.

Question. What induced Mr. Getz to retire?

Answer. I cannot tell that.

Question. How long was it before you learned that Mr. Getz had retired?

Answer. It was somewhere about the time the nominations were to be made and the ticket was to be formed in Berks county. I cannot recollect exactly when.

Question. Do you know of anything that influenced him to retire?

Answer. I never had a word of conversation with him about it.

Question. After he retired then you and Dr. Hunter were to divide it between yourselves?

Answer. Yes, sir.

Question. Was any one else allowed to share the profits of the office?

Answer. No, sir.

Question. Was there any understanding between you and the parties making this arrangement as to the amount to be contributed to carrying on the pending election?

Answer. No, sir, not at all. I would merely observe here that in all elections I contribute all I can afford. In such cases, when I have it, I contribute freely sometimes.

Question. What official position, either political or in the democratic party, have you held?

Answer. We stand very fair in Berks county—my brothers and myself, and my father before me.

Question. You are known as active democrats?

Answer. Yes, sir. We have lost many elections of our friends we went for, and we have gained a good many.

Question. What connexion had this division of the profits of this office with the pending election last fall?

Answer. None whatever. We did last fall what we generally do. I am speaking now of what we sometimes call the "Smith family" there. We went for the whole ticket, from one end to the other, and did all we could to elect it; and the ticket very generally succeeded, all except Mr. Jones.

Question. What did you contribute yourself in the way of material aid?

Answer. I do not even know that. It was something in the neighborhood, perhaps, of \$200, \$300, or \$400, perhaps more or less. The reason I cannot answer that question more definitely is, I told my brothers that we should not stop and look back, but to go ahead, and I would do my share not only in this but in all other elections where I felt interested.

Question. Were your past political efforts pressed by you as a reason why your application should be granted, and some provision be made for you?

Answer. No, sir.

Question. Was that fact in regard to your family mentioned by the President in complimentary terms?

Answer. No, sir. I have been acquainted with Mr. Buchanan for a good many years. My father and he often met at the Supreme Court; they practiced at the bar of that court together, and I think he always felt disposed to favor us out of friendship.

Question. He knew your position very well?

Answer. Yes, sir.

Question. What official positions have you held?

Answer. I was recorder of Berks county at one time, and was appointed flour inspector by Governor Porter.

Question. Were you president or secretary of any of the political organizations in 1856?

Answer. No, sir; I do not know whether my brother or my nephew was one of the executive committee.

Question. What have you done to aid Dr. Hunter in the performance of his duties as coal agent?

Answer. Dr. Hunter living at Reading, and I living at Philadelphia, I had better opportunities to attend to matters than he had, unless he came to Philadelphia for that purpose especially. The orders from the department would pass through Dr. Hunter, and I would attend to things in Philadelphia, purchasing coal, &c.

Question. With whom did you make your contracts?

Answer. Generally with Tyler, Stone & Co.

Question. Did you not always get your coal of them?

Answer. No, sir; we got some of Repplier & Co., and we got some from Messrs. ———, Luther & Co.; I do not remember who the first member of the firm was.

Question. Who inspected the coal when it was delivered?

Answer. We depended in a great measure upon Tyler, Stone & Co. to see that the best coal was furnished; I was not quite so good a judge of coal as some others, and perhaps there were some others who were not quite as good judges as I was.

Question. Did you yourself take any personal supervision of the matter?

Answer. No, sir; what I did was to see that the best coals were had. I was acquainted with the best veins of coal in the mining region. As an instance, I would say that there were two veins of coal worked by Hecksher & Co.; the Blackheath coal, that all parties admit is the very best found for steam purposes. There were two veins particularly; and, if my memory serves me right, they were marked as "Letter A" and "Letter S," which are the best.

Question. Did you go to Mr. Hecksher to get this coal?

Answer. No, sir. At one time I had agreed with Cain, Hacker & Co. to furnish a thousand tons. After the whole thing was understood, the other partner in the firm, whose name was Mr. Cook, said he would go immediately to Pottsville and make arrangements to get this coal. He went there and there was such a demand for this coal for steam purposes that he could not get it at all. I had informed him that it was absolutely necessary to have this particular kind of coal, and to furnish it in three weeks. On his return home he told me that he would not be able to get it for me, as it was all engaged for four or six weeks, or two months ahead. I then called on Tyler, Stone & Co., and they furnished it.

By Mr. Bocock:

Question. Do you say that the President understood that you three gentlemen had made an amicable arrangement about this office, or that he understood the profits of the office were to be divided up between you?

Answer. He understood that we had come to some amicable arrangement.

Question. Did he understand that the profits were to be divided?

Answer. I do not know what he understood, whether it was that one-half was to go to one man and one-fourth to each of the others; or what it was.

Question. Was anything said by him about dividing the income of the office between you three?

Answer. No, sir.

Question. Was anything said to him about it?

Answer. No, sir; not by me. I do not know what conversation the others may have had about it.

By Mr. Groesbeck:

Question. Do you mean to say more than this: That the President was advised that the various applicants for that place had arranged that there should be no controversy about the place?

Answer. The President understood that we three understood one another, and that Dr. Hunter was to be appointed, or that one of us was to be appointed. I do not recollect that he even did understand that Mr. Hunter was to be the one, but he understood that we three and our friends were satisfied in regard to the division of the emoluments.

Question. Was anything said about a division of the compensation?

Answer. No, sir; after Mr. Getz announced that he had no interest in it, had had none, and would have none in it upon any account, Mr. Hunter and myself had more conversation about it, and I told him that I supposed we would then have it to ourselves.

By the Chairman:

Question. Did the President understand that this arrangement was for the mutual benefit of you three gentlemen?

Answer. From what little conversation I had with him, I suppose he understood that we three, who were all pressed for appointment, had made an arrangement. But I suppose he knew nothing in regard to how the emoluments were to be divided, whether equally, share and share alike or not.

Question. Did he understand that the office was for the benefit of you three persons?

Answer. Yes, sir; that we three were to be satisfied, but he knew nothing about the arrangement whether one-half was to go to one party, and the other half to the other two or not.

By Mr. Bocock:

Question. Are you any judge of the price of coal in the Philadelphia market?

Answer. Yes, sir.

Question. What do you think of the price of \$3 85 a ton?

Answer. This is about the price of a superior quality of coal; some of the kinds are a little less; I recollect, however, that there was one order received for one of the institutions in Philadelphia, requiring 300 or 400 tons; they wanted the Locust Mountain coal, as they had used it and were satisfied with it; and it occurs to me that that coal could not be had unless we paid a little above that price; how much,

I do not know; but the price was very easily ascertained, as all the offices furnished at about the same price, particularly when you bound them up to furnish coal of the very best quality; I always kept that in view in making these purchases.

Question. Do you keep yourself well informed upon the prices of coal?

Answer. Nothing more than this; when I want it, I make it my business to inquire how coal is going.

Question. Suppose you were to find that coal was rapidly falling in price, would you interfere in regard to this matter or not?

Answer. I could not; I could only fill the orders when I received them from Mr. Hunter; I never bought any of this coal without an order.

Question. Would you inform Mr. Hunter anything about it?

Answer. No, sir; I never bought unless we had orders; when we received the orders from the government, we filled them at the lowest price we could get the coal at, and have it of the best quality.

Question. I understand that this price of \$3.85 per ton is the fixed price; is that so?

Answer. No, sir; this \$3.85 coal, was this Hecksher's coal from these two veins, and was about the same price all the time. It is something lower now, perhaps, than before Mr. Hunter was appointed; but I never bought any; we never took a step in the matter until we received the orders.

Question. When you get the orders you fill them?

Answer. Yes, sir.

Question. Do you look to see what the prices are every order you get?

Answer. When Mr. Hunter sent the orders to Tyler, Stone & Co., I would not know what would pass between them.

Question. What is the condition of your hearing? I notice you do not seem to understand all the questions put to you.

Answer. It is not perfectly good; I do not always understand what is said to me.

J. F. SMITH.

No. 29.—TESTIMONY OF C. NICHOLS BEACH, PHILADELPHIA.

FEBRUARY 2, 1859.

C. NICHOLS BEACH called and examined.

By the chairman:

Question. Where do you reside?

Answer. In Philadelphia.

Question. What is your occupation?

Answer. Coal merchant.

Question. Of what firm are you a member?

Answer. Of the firm of Tyler, Stone & Co.

Question. Who are the members of that firm?

Answer. Mr. Frederick Tyler, of Hartford, Connecticut, Mr. George F. Tyler, Mr. William E. Stone, and myself, all of Philadelphia.

Question. Are any of the firm connected with each other by marriage or blood?

Answer. By marriage, Mr. Frederick Tyler is my father-in-law, and Mr. George F. Tyler is my brother-in-law; all are family connexions except Mr. Stone.

Question. How long have you been engaged in that business yourself?

Answer. I have been in the business some ten years; I have, however, had an interest in this firm since the year 1852.

Question. Is your business solely with coal dealers and buyers?

Answer. That is our business; there are other incidental matters that come up in this as in all other kinds of business.

Question. For whom do you buy your coal chiefly?

Answer. For the public generally; for any one who will purchase of us.

Question. Are you what are called commission dealers, or do you buy and sell on your own account?

Answer. On our own account.

Question. Do you buy your coal of others, or do you quarry it for yourselves?

Answer. For the last two years we have bought our coal; previous to that we were extensive miners.

Question. From whom do you buy it?

Answer. From various parties; quite a large number of names are on our books.

Question. Since when have you furnished coal to the government in considerable quantities?

Answer. The first coal we ever furnished to the government was five or six years ago. I cannot say when, but previous to Mr. Pierce's administration.

Question. How much did you furnish during Mr. Pierce's administration?

Answer. I do not know; only a part that was used at all events; perhaps 4,000 or 5,000 tons.

Question. When did you commence furnishing large quantities of coal to the government?

Answer. The year 1857 we furnished more than we ever furnished previously.

Question. How much did you furnish in that year?

Answer. I think we furnished about 20,000 tons; perhaps not quite that amount.

Question. Did other parties than yourselves furnish coal to the government during 1857?

Answer. Yes, sir; I think they did. I know that other parties had the reputation of furnishing some. Indeed, I heard the agent say that he had bought of other parties.

Question. When did you commence furnishing all the coal to the government?

Answer. I do not know that we have ever furnished all.

Question. All that is delivered at Philadelphia?

Answer. Not until last year; indeed, I do not know it to be a fact that we furnished it all then.

Question. How much did you furnish last year?

Answer. I do not know exactly. From 30,000 to 40,000 tons.

Question. Did you furnish 40,000 tons?

Answer. From 35,000 to 40,000 tons; not quite 40,000.

Question. What do you receive per ton from the government?

Answer. We receive different prices at different times.

Question. What have you received during the last year?

Answer. The bulk of our sales were at \$3 85 per ton.

Question. What coal do you furnish to the government?

Answer. The best of anthracite coal.

Question. Do you sell other coals?

Answer. Yes, sir.

Question. Do you sell any other to the government?

Answer. No, sir.

Question. Who fixes the value of this coal? with whom do you contract to furnish the coal?

Answer. With Dr. Hunter, the coal agent.

Question. Has any other person taken part in the contracts that have been made with you?

Answer. I do not think there has; although Mr. Smith attended to the business for Dr. Hunter at times.

Question. Were your contracts made in writing?

Answer. No, sir.

Question. Have you had any negotiation with the government during the last year in regard to the price of coal?

Answer. No, sir.

Question. Have you had at any time?

Answer. Never, except on one occasion.

Question. When was that?

Answer. I do not know as that could be called a negotiation; I merely made a remark in the department one day that coal would be at a less price after that, owing to a reduction in the rates of freight upon the railroad. That is the only time, I believe, I ever mentioned the price there.

Question. Then the price of coal was fixed by arrangement between you and Dr. Hunter?

Answer. Yes, sir. We did the same with him as we would with any other purchaser; he asked our price and we told him.

Question. What is the cost of anthracite coal at Pottsville, the mining region?

Answer. It varies.

Question. Such as is furnished to the government?

Answer. It varies from \$1 75 to \$2 25 per ton. It varies in different years, and the different grades vary in price.

Question. What grade do you furnish to the government?

Answer. The best we can procure, so far as our judgment goes.

Question. What is the cost of freightage and toll from Pottsville to Philadelphia?

Answer. \$1 40 per ton.

Question. Is it the same by railroad or by canal?

Answer. It was very nearly the same last year.

Question. Does that include the tolls on the canals and other expenses?

Answer. Yes, sir.

Question. Does that include the expense of throwing it off on the wharf or dock?

Answer. That delivers it at Richmond, at our shipping point, but includes no labor.

Question. Does the government receive it there?

Answer. Yes, sir.

Question. Does that price include the unloading from the cars?

Answer. No, sir.

Question. How much does that cost?

Answer. We calculate that our labor up there amounts to 15 cents per ton; that is our theory, and practice carries it out so nearly that we assume that as a basis. I should state that the cost of labor is different in different yards, or with different shippers. Some of the wharves have more convenient arrangements, and would pay less than others for labor.

Question. With whom does Dr. Hunter make contracts for the transportation of this coal?

Answer. He makes none that I am aware of; we did the business for him as we do for all our customers. A gentleman in Boston, for instance, wishing some coal sent to him, would order us to ship it to him; and we would procure a vessel to take it on upon the best terms we could. We have no interest in the freight, except in cases of special contract.

Question. What profits do you derive from the chartering of these vessels?

Answer. None whatever; in all contracts that we make with all our customers, it is a generally established rule of the trade, we make it a contract, that we shall generally charter vessels for our customers on the best terms we can.

Question. Do you own the vessel?

Answer. No, sir; we own none except the one-eighth interest in a small schooner, which I think never carried any of our coal for the navy.

Question. Do you make these charter parties for the government?

Answer. Yes, sir; that relates, however, only to a portion of the coal. If the Doctor should write us that he had an order for a thousand tons of coal, to be shipped to some particular port in the country, we should take vessels just as we could get them, on the best terms we could, making no charge in relation to it against any one.

Question. Did you receive any profits incidentally from these charter parties?

Answer. No, sir.

Question. To whom did you deliver the government coal?

Answer. It is consigned to the naval storekeeper and sometimes to the commandant of the yard; it is consigned to some of the officers of the yard.

Question. Is it inspected and weighed?

Answer. It is always understood that it is weighed out in every yard; but that I cannot tell from my own knowledge.

Question. Is it weighed as it goes on the vessels?

Answer. It is all weighed as it goes on the vessels.

Question. Who inspects the coal?

Answer. That is the duty of the coal agent.

Question. Is any other person called upon to inspect it?

Answer. I do not know.

Question. Is the coal weighed?

Answer. I know it is weighed when it is loaded.

Question. Is it weighed when it is delivered on the dock of the government?

Answer. I am confident that it is weighed at every yard; so I judge from receiving certificates mentioning the weight.

Question. Do you ever see it weighed?

Answer. No, sir; I have never been at the yard when it was received.

Question. How is coal weighed when it is delivered?

Answer. I cannot tell.

Question. Do you not know that the coal is merely wheeled off the vessel and dumped on the dock, and piled up there in bulk?

Answer. I do not know that; I doubt it. I recollect that the naval storekeeper at Norfolk has sent us certificates from time to time, saying that such a cargo fell short, say three tons, and other cargoes overrun that amount.

Question. Is the coal weighed in the Philadelphia navy yard when you have delivered the coal?

Answer. I do not remember that we have ever delivered more than four or five hundred tons at the Philadelphia navy yard.

Question. Where do you deliver this coal?

Answer. At the different navy yards in the country, at Charlestown, Massachusetts, New York, Norfolk, and Pensacola.

Question. Do you deliver the coal at the Philadelphia navy yard at \$3 85?

Answer. I think we have delivered but a little coal at the Philadelphia yard. We sent about a hundred tons there for a little steamer upon the Paraguay expedition.

Question. Is the coal transported at your risk?

Answer. It is not.

Question. When does the risk of the government commence?

Answer. As soon as it is loaded upon the vessel and the bill of lading signed.

Question. Is it weighed then?

Answer. Yes, sir; every pound of it is weighed.

Question. At Philadelphia?

Answer. Yes, sir.

Question. The coal agent should inspect the quality of the coal and see that it is good anthracite coal?

Answer. Yes, sir.

Question. What is the variation of the price of anthracite coal from the highest to the lowest qualities?

Answer. That is rather a difficult question to answer. It varies in price as much as fifty cents a ton; and in some years more. But much depends not only on the kind of coal itself, but upon the preparation of it.

Question. Were you here at the time Dr. Hunter, the coal agent, was appointed?

Answer. Yes, sir.

Question. Did you know of his appointment?

Answer. I did.

Question. Did you have any conversation with Mr. Jones or Mr. Getz in reference to his appointment?

Answer. I had with Mr. Glancy Jones.

Question. Were you acquainted with the arrangement by which the profits of the coal agency were to be divided among several individuals?

Answer. Only from outside rumors.

Question. Did you hear it at the time of the appointment?

Answer. I did; I heard that there were partners in it.

Question. Was that rumor general?

Answer. I heard it then, and I saw it in the papers afterwards.

Question. Was it a general rumor at the time of the appointment?

Answer. I can say that I heard it at that time; it did not seem to be a private matter, but I heard it talked of.

Question. Did you have any conversation with the Secretary of the Navy in regard to the rumor concerning the appointment?

Answer. No, sir; not about the rumor. I have spoken to the Secretary of the Navy about the appointment. I was an applicant myself for the position, and was, of course, interested.

Question. You then conversed with the Secretary of the Navy in regard to the appointment?

Answer. Yes, sir.

Question. Did he tell you why he had appointed Dr. Hunter?

Answer. I cannot say that I conversed with him specifically in regard to Dr. Hunter's appointment. The only thing I recollect of saying is that I heard that Dr. Hunter was to be appointed.

Question. Did you communicate to the Secretary of the Navy those rumors about the division of the profits?

Answer. I do not recollect that I did.

Question. From whom did you hear this rumor?

Answer. I am unable to state. I think, however, that Mr. Jones told me so, for one, and I believe that Mr. Devine, who was here at the time, told me, but that I cannot swear to.

Question. Was this before the appointment?

Answer. Perhaps it was before the appointment was made known officially, but it was during that week.

Question. Are you a relative of Mr. Toucey?

Answer. No, sir.

Question. Are you a relative by marriage?

Answer. Mrs. Toucey was my mother's sister. There is, however, no relationship in any way between any of Mr. Toucey's family and any other firm of Tyler, Stone & Co., except the relationship of Mrs. Toucey to myself.

Question. Did you not feel called upon to communicate this rumor to Mr. Toucey?

Answer. No, sir. I may have done so, but I cannot say that I did. I know that I laid no stress upon it as affecting me.

Question. Was it regarded as wrong or right by you?

Answer. I did not see any impropriety in it, perhaps because I knew the same thing existed under the previous agent.

Question. Did you know that fact?

Answer. I frequently did business with the agent, and always understood it so.

Question. How was it divided in that instance?

Answer. I think there were two of them who divided it equally; so I supposed. I know that both had an interest in it.

Question. Was the division of these profits a matter very well known?

Answer. I do not think there was any secret about it.

Question. Would you not, being an applicant, naturally communicate that fact to the Secretary of the Navy?

Answer. I might possibly have done so, and I might not, because I did not consider that there was any impropriety in it.

Question. What is the degree of intimacy between you and Mr. Toucey?

Answer. We are on very good terms; with Mrs. Toucey I am particularly intimate, especially since I lost my mother, her sister.

Question. How frequently are you in Washington?

Answer. Quite frequently; sometimes I am here twice a month; sometimes once in two months.

Question. Where do you generally stop while here?

Answer. At the National Hotel?

Question. By whom are the contracts made for the transportation of coal to foreign governments?

Answer. By the Navy Department itself.

Question. To whom do you deliver the coal that is sent abroad?

Answer. To the vessel designated.

Question. The government makes out an order, and you deliver the coal to the one they order you to deliver it to?

Answer. Yes, sir; to the one the coal agent orders it to be delivered.

Question. Then the charter parties you make apply to the coasting trade alone?

Answer. That is all; in fact, we make no special charter contract with any one; we only made the ordinary bills of lading.

Question. You agree with them at the regular price?

Answer. Yes, sir.

Question. Are you under any obligation either personally or in any way, to contribute any portion of the profits growing out of this coal business with any other party?

Answer. Not in the least.

Question. Is there any understanding by which you are to have the contract?

Answer. No, sir; not that I know of.

Question. Do you know why the coal agent applies to you for all the coal of the government, instead of other parties?

Answer. I do not know as I could say exactly. It is freely done by him, probably because he feels sure we will treat the department fairly.

Question. It is a matter of discretion by him?

Answer. Yes, sir; he can purchase at any moment, wherever he chooses; he is under no obligation to buy of me.

Question. Has it not been a matter of general complaint that all the coal is bought of you?

Answer. I cannot say that there was any general complaint. Some of our neighbors in business have been jealous and envious of us, I suppose.

Question. Was the fuel of the government ever purchased of one company exclusively before?

Answer. Yes, sir.

Question. When? Previous to 1857?

Answer. I think that one firm supplied it all formerly. That was the general rumor, at all events.

Question. Did you not supply some then? You said you supplied 4,000 tons during Mr. Pierce's administration?

Answer. There is a little misunderstanding about that quantity. I meant to say that we furnished some under Mr. Fillmore's administration.

Question. Was not the coal before supplied by contract?

Answer. Not that I am aware. The first coal agent I knew was under Mr. Fillmore.

Question. What was his name?

Answer. Mr. Springer.

Question. He was appointed in 1851, was he not?

Answer. I do not know.

By Mr. Ritchie:

Question. Is the price of coal which you furnish to the government the lowest price at which coal was sold in the market?

Answer. I do not know that it was. It would, besides, be very difficult to discriminate between the different qualities of the coal.

Question. How came you to fix the price at \$3 85?

Answer. It was fixed upon the basis of what had formerly been charged of a fair profit for those in the business, believing the profit of it to be perfectly fair and reasonable.

Question. Do you know the market price for coal during the time you have been furnishing it?

Answer. I cannot say; I do not know that I do. Coal has varied at different times and for different qualities. I do not know how low it has been. It has been from \$3 25 a ton up.

Question. Of the same quality as that you furnish?

Answer. I do not know that. I did not say that.

Question. I only referred to the kind of coal that you furnished. What has been the variation in the price of that kind of coal during the last year?

Answer. There has been very little of that quality of coal shipped. I do not know any one who has shipped exactly the quality of coal that we furnished; when I take into consideration the care with which it was handled and shipped, I think it is better coal than was shipped by any other parties.

Question. Do you mean for sea-going steamers?

Answer. Yes, sir, in our opinion. It was always rehandled by us with a great deal of care.

Question. What is the price of the best quality of coal shipped by other persons for similar purposes?

Answer. I cannot say; about that figure, I think; I know of some other coals that sold for \$3 75; but I do not know what such as ours would bring.

Question. Have you yourselves, within the last year, shipped any coal for marine purposes for any other parties but the government?

Answer. No, sir; I think not; I do not think we have shipped any other; I would not say positively; if we have, it has been but a very small amount.

Question. Do you know who are the principal shippers of this kind of coal in Philadelphia, to be sent abroad for the use of marine engines?

Answer. There is a firm there, who I think have shipped more largely for that purpose than any others.

Question. Who are they?

Answer. Hecksher & Co.

Question. Have they an establishment in Philadelphia?

Answer. Yes, sir.

Question. Is there not such a firm there as Benj. Milnes & Co.?

Answer. Yes, sir.

Question. Now in regard to this firm of Hecksher & Co., what kinds of steamers do they ship coal for?

Answer. I think they ship for some of the French steamers; at any rate they are sea going steamers; one line to Southampton or to Havre.

Question. The mail steamers from New York to Europe?

Answer. Yes, sir.

Question. Do they ship for any of the California lines?

Answer. They have done so; but whether the last year or not I do not know. You asked me if any others were in the business largely, I did not mean to say that no others were; but I do not know of any others who are so largely in the business as Hecksher & Co.

Question. Are you acquainted with the firm of Benj. Milnes & Co.?

Answer. Yes, sir.

Question. With the firm of Van Dusen, Norton & Co.?

Answer. Yes, sir.

Question. Blachiston & Cox?

Answer. Yes, sir.

Question. N. Sturtevant & Co.?

Answer. Yes, sir.

Question. Charles Miller & Co.?

Answer. Yes, sir.

Question. Noble, Hammack & Caldwell?

Answer. Yes, sir.

Question. Lewis Audinreid & Co.?

Answer. Yes, sir.

Question. Are all these persons of fair standing in business?

Answer. I think so?

By Mr. Groesbeck:

Question. You said you have uniformly furnished this coal at \$3 85 per ton; have you never varied in your price?

Answer. I ought to correct that statement. I spoke of the bulk of our business being at that price. We did some business with other bureaus, in which case we charged a different price. This was owing to the fact that we sold them the coal delivered at the various yards in the country.

Question. Then it seems that all the coal which you furnished upon the orders of Dr. Hunter you furnished uniformly at \$3 85 per ton.

Answer. Yes, sir, with the exceptions above named.

Question. Was that the market price while you were furnishing it at that price?

Answer. No, sir; not for ordinary coal, but for coal shipped in that

manner. But there is very little coal shipped that would pass the inspection of an agent, if he attempted to inspect it.

Question. Then you did not sell to the government at what is the market price at the time you furnished the coal?

Answer. If we shipped the same kind of coal that we did to other parties we would charge the same.

Question. Is there as much difference in the quality as you make in the price?

Answer. I think there is. I would not like to say that there was to a cent; but there is a great deal of difference.

Question. How much is your price above the market price?

Answer. That I cannot say, because, as I said before, the market price is rather an indefinite figure. Ordinarily, in shipping coal for other parties, we ship coal with care, it is true, but we ship it somewhat as it comes; but with the government we have always been exceedingly particular in regard to selecting good coals, and have put a great deal more labor and expense upon coals shipped for the government than upon any other coals we have shipped.

Question. Is there any quality of coal now in the Philadelphia market so good as that which you furnish to the government?

Answer. I would not like to say whether there is or not, for that would be arrogating a great deal. I am under the impression that since we have supplied this coal to the government there has been none of quite so good quality sold. Formerly there were complaints of the coal supplied by others; but we have had a great many commendations from parties who have used our coal in the navy.

Question. I am not speaking of the quality now, but of the price.

Answer. It was a price that the agent seemed to think was a fair one. I had no business, no conversation, no communication with the department about the matter. In naming and fixing the price with the agent he seemed to be satisfied with it.

By Mr. Bocock:

Question. Does your firm keep regular merchants' books?

Answer. Yes, sir.

Question. Then tell this committee how much are your profits upon the coal that you furnish to the government?

Answer. It would be impossible for me to state that; all our coal business is carried to the general coal account, and it would be impossible, I think, to discriminate?

By Mr. Ready:

Question. Do you not keep separate account with the government?

Answer. Yes, sir; that is, we keep a separate account of the charges against the government.

Question. You keep an account with the government?

Answer. Yes, sir.

Question. And you keep an account of the coal you purchase?

Answer. Yes, sir, but the government business is but a fraction of our business?

By Mr. Bocock:

Question. Do you keep a separate account of all your purchases for the government?

Answer. No, sir, we do not, for in purchasing government coal we purchase a great deal of other coal.

By Mr. Ready:

Question. Will your books show the price at which you purchase your coal?

Answer. Yes, sir.

Question. Well, sir, by reference to your books, keeping in mind the price at which you sell it to the government, can you not very readily arrive at the profits?

Answer. We could not very readily do that, from this fact: In buying coal for the government, for instance, we desire to get a certain size and in large quantities, and it is impossible to get that size from any miners by itself, because the production of that size involves the production of a large amount of other kinds of coal, which we must take and sell as we can, sometimes at a profit sometimes nearly at cost. But we are obliged to take all this other coal, in order to secure that we wish for the government.

Question. I did not exactly understand your statement of what was done with this coal when it arrived at the Reading docks—in the cars, for instance. Does your control over it end there, and does the government take it and deliver it from the cars?

Answer. No, sir; we put it on the vessel ourselves.

Question. What does that cost you?

Answer. As I said before, it all goes under the head of shipping account; the average is about fifteen cents per ton.

Question. Is that the average of what you pay for the coal you furnish to the government?

Answer. We pay more than that, sometimes; I know of cases where we have paid fifty cents per ton.

Question. To get it on board the vessels?

Answer. Not altogether that; it always comes with more or less slate and impurities with it, which are objectionable, and we have to pick those impurities out.

Question. Is the \$1 40 a ton, which you say covers freight and tolls, in addition to the price paid for the labor?

Answer. Yes, sir.

Question. Then the \$1 40 does not pay for taking the coal from the mines and delivering it on board the ships?

Answer. No, sir.

Question. Now, could you not deliver this coal to the government at a smartly less price and still make a handsome profit?

Answer. We could make a profit at a less price, perhaps; but I have never considered and do not now consider that we make more than a good, fair profit, considering the advantages we give the government of being always supplied with the same kind of coal, in good condition and in whatever quantities and at whatever notice they may give.

By Mr. Bocock:

Question. What did you get some years ago, when you furnished coal to the government?

Answer. I do not recollect.

By the chairman:

Question. Is this coal transported from Philadelphia to the different navy yards in steamers or in sailing vessels?

Answer. In sailing vessels.

Question. Do you say that you derive no benefit or advantage in your business from the power to make these charter parties?

Answer. Not a cent; we make them free of cost.

Question. Are they made out in the name of the coal agent?

Answer. No, sir; this charter party is but an ordinary bill of lading. It says, for instance: "Shipped on board schooner Sam Smith, by Tyler, Stone & Co., (so many) tons of coal," &c. The captain is bound to deliver at such a place in good condition, &c.

Question. Is this coal transported at the risk of the government?

Answer. Yes, sir; it is at the risk of the government, as with all our other customers, as soon as it is loaded on the vessel and the bill of lading is signed.

Question. Do you charge Dr. Hunter anything for this?

Answer. Not a cent.

Question. Do you know whether he inspects this coal or not?

Answer. It is his duty to do it. I presumed that he would do it, or the Navy Department would complain of him, and I have never heard that they have made any complaints of him; and I will say further here that I have never sold any coal to Mr. Toucey, the Secretary of the Navy, nor to any one in the Navy Department, nor to any one except the coal agent, for the use of the department in any of its business; nor do I think that the coal agent has ever had any intimation from any one in the department that I should furnish him with any coal, and he will swear that he has had no such intimation.

FEBRUARY 3, 1859.

C. NICHOLS BEACH recalled:

By the Chairman:

Question. You say that you wish to make a statement in explanation of your testimony given on yesterday; what is the explanation?

Answer. It is in relation to a certain document which I did not have an opportunity to examine until after my examination on yesterday. (See appendix to this deposition.) I refer to the affidavit of certain parties as to the price at which they would have supplied coal of similar quality to that which we sent to the department. I will only say that that to some extent is only a mere matter of opinion, as they are not fully aware of what was supplied, nor the manner in which it was supplied. I will also state that one of the firms did formerly supply the coal under the regulations made one year, that it should be given to the lowest bidder; and the coal they furnished was of such an inferior quality that it created very great trouble, and

orders were never afterwards given to that effect. And I will also state, that another firm, who testify that they never were applied to during 1857 and 1858, were applied to during 1857; that I know. Through forgetfulness, probably, their statement is wrong in that respect.

By Mr. Ritchie:

Question. What are the names of these firms?

Answer. The firm which supplied the coal one year, and with which the department had so much trouble, is the firm of Noble, Hammack & Co.; the other firm I referred to is the firm of Blackiston & Cox. I am quite well assured that they were applied to in 1857 in relation to the price at which they would furnish the coal, and they did make a proposition, but it was too high, or was for some reason unsatisfactory.

By Mr. Ready:

Question. You used the words awhile since, in stating that they were applied to, "that I know." You now say that you "are well assured" of it. Perhaps it would be better for you to fix upon the form of expression that you wish to have employed.

Answer. Perhaps it would be difficult for me to say that I know that fact, of my own personal knowledge. I do not know of that myself, but the agent informed me that he had a bid from that firm as well as from others. I will say this, however, without any hesitation, that the parties could not have supplied the coal of the quality we supplied at the price they have named, and have got cost for it. In many instances we purchase coal for the government that costs us more than they give there as the price at which they would furnish it.

I would state that my wife's family (the Tylers) have never considered themselves connected with the Toucey family, and that there is merely a "calling" acquaintance between the two families: nothing on which the Tylers would presume to ask or expect favors.

C. NICHOLS BEACH.

(APPENDIX.)

PHILADELPHIA, *January 29, 1859.*

To the honorable John Sherman, chairman of the committee for investigating naval contracts, &c.:

The undersigned, citizens of Philadelphia, respectfully represent: That they are coal dealers, and that they represent nearly three-fourths of the whole amount of anthracite coal shipped from the city of Philadelphia in the years 1857 and 1858, and that during those two years no application has been made to them, or to either of them, to supply the naval department with anthracite coal, neither has any application been made to them to furnish any statement of prices at which coal could be furnished to said department.

The undersigned further say that they would have been glad, in the year 1858, to have supplied the naval department with the anthracite

coal required (of the same quality as that furnished) at three dollars and thirty-five cents per ton, on board of vessels in Philadelphia.

All of which is respectfully submitted to your notice by

Israel W. Morris, jr.,
N. Sturtevant & Co.,
Van Dusen, Norton & Co.,
Noble, Hammack, & Caldwell,

Blakiston & Cox,
Benj. Milves & Co.,
Charles Miller & Co.,
Lewis Audenreid & Co.

CITY OF PHILADELPHIA, ss.

On this 29th day of January, A. D. 1859, personally appeared before me, the subscriber, an alderman of the city of Philadelphia, John P. Cox, of the firm of Blakiston & Cox; Charles Wannamacher, for N. Sturtevant & Co.; Charles Miller, for Charles Miller & Co.; Israel W. Morris, jr.; Benjamin Milves, for Benjamin Milves & Co.; C. F. Norton, for Van Dusen, Norton & Co.; Seth Caldwell, for Noble, Hammack & Co.; John Rommel, jr., for Lewis Audenreid & Co.; who being sworn or affirmed, say that the facts set forth in the foregoing statement are true.

JOHN B. KENNEY,
Alderman and Justice of the Peace.

No. 29.—C. NICHOLS BEACH, PHILADELPHIA.

FEBRUARY 10, 1859.

C. NICHOLS BEACH, recalled.

By Mr. Bocock :

Question. Were you an applicant for the coal agency when Dr. Hunter was appointed?

Answer. I was.

Question. Do you know of any reason why you did not get the appointment?

Answer. I think political reasons in part.

Question. You had been connected with the coal business?

Answer. Yes, sir; a good while.

Question. Was there any other gentleman applying for the coal agency who had as much experience in regard to the coal business as yourself?

Answer. I do not know of more than one. Mr. Springer applied, who, I think, was very competent. Mr. Nevin might think that he was, although I do not think he has had as much practical experience in the coal business as I have.

Question. Do you know of any reason why you did not get the appointment?

Answer. I think for political reasons in part, I have always understood.

Question. I want what you know, not any hearsay statements. If you heard the President or Secretary say anything about it that would be competent for you to give?

Answer. As the appointment was in Mr. Toucey's office I thought

I could get it when I came down here. But he gave me to understand that I must be very well endorsed to secure it. Afterwards he gave me to understand, that as it was a Pennsylvania appointment, he would defer a great deal to the President in it, but that my papers would go on file, and my application would have equal consideration with the rest.

Question. How extensively were you endorsed in Philadelphia and in Pennsylvania?

Answer. I had the names of, say a couple of dozen gentlemen, all of first-rate standing; some of them politicians, and some of them merchants.

Question. Do you know whether Mr. Nevin was a candidate for the office?

Answer. Yes, sir; he was.

Question. Did he make any proposition to you to aid him in getting the appointment?

Answer. He did.

Question. What?

Answer. He made propositions at different times. First, he proposed that if I would use my influence for him he would make all his purchases through our house. Afterwards, as the time drew near for the appointment to be made, he made a rather more indefinite proposition than that. He said he was anxious to get this appointment, and if I would assist him, and he should succeed, I might dictate my own terms in return.

Question. Do you know anything of a letter written by Mr. Nevin to Dr. Hunter, proposing to furnish him with coal for the government?

Answer. Dr. Hunter informed me of such a letter, and I think he showed it to me; I have quite a distinct recollection that he did. Mr. Nevin had entered the business very late in the season, I think as late as August. He was not in the business during the early part of the season; but he formed a connexion with a house in Philadelphia as late as August, I think, and entered into business to a small extent.

Question. Had the arrangement between your firm and Dr. Hunter been made before that time?

Answer. It had been made soon after Dr. Hunter was appointed. The first coal he bought I think he bought of us.

Question. What was the precise nature of that arrangement?

Answer. It was this: we had nothing in writing, but it was understood, however, that the doctor would come to us as he wanted to buy coal, and we named the price at which we would furnish it to him.

Question. How long did you agree that that arrangement should exist?

Answer. It was understood that it should extend through the season.

Question. Suppose the price of coal had advanced with that understanding between you and Dr. Hunter, would you have been permitted to charge a higher price than that which you had agreed upon, or would you have been bound to let him have it at that price?

Answer. We should have been bound to let him have it at that price. It was the same price at which we had furnished the last coal to the former agent. The change from the old price to the new was made after the railroad company reduced their rates for transportation.

Question. What was the former price?

Answer. During the previous year it was \$4 25 a ton.

Question. How much did you supply at \$4 25 a ton?

Answer. I cannot say; we supplied the agent, I should think, with more than half of what he purchased that year. I think that a Mr. Repplier supplied about all or nearly all of the balance.

Question. Something was said by witnesses here, perhaps by yourself, about the peculiar process that this coal has to go through in order to fit it for government purposes.

Answer. I answered that question the other day, but I do not know as my explanation was very lucid.

Question. What peculiar preparation over and above what is given to other coal is necessary in order to fit coal for government steam uses?

Answer. It is the putting a larger number of men for a longer time upon the work of selecting the impurities from the coal, so that the government may receive purer coal. We have it entirely pure, if we can. All this selecting is done by hand, and very carefully.

Question. Where was this handling done, at the mines or by your firm?

Answer. Our firm had it done after we received it.

Question. What is your estimate, if you made any, of the value of the labor per ton, to which it was necessary to subject this coal in this preparation you speak of?

Answer. It would depend very much upon the condition in which the coal came to us from the mines. I am very confident we have expended as much as fifty cents a ton upon some of the coal which we have received. In other cases we would not expend so much; twenty-five cents a ton, perhaps. Occasionally it would need only a small amount of labor upon it; but generally it would require a great deal of labor more than ordinary coal.

By Mr. Ritchie:

Question. Do you mean that this was extra labor put upon this government coal beyond what is put upon coal for other sea going steamers—say, for instance, coal for the Collins' steamers?

Answer. It is much more labor than we would put upon any other coal. I do not think there is any other coal shipped with so much care as the coal ordered from us for the government.

Question. Do you know anything about it?

Answer. I know what it is in our own case.

Question. How is it with other dealers; those who furnish the Collins and California steamers?

Answer. I know the coal goes, to some extent, more or less, as it comes from the mines into the market, for I have seen them loading it.

Question. You wish, then, to be understood that your rehandling,

costing you from twenty-five to fifty cents a ton, is extra, beyond what is put upon coal for other sea going steamers?

Answer. I do think it is beyond what is ordinarily put upon other coal; and I would like to state my motive for putting on this extra care and labor. Knowing the position of the agency, and that this matter might be called in question and there might be reflections made upon my connexion, or supposed connexion, with the Secretary and Dr. Hunter, I have always been more particular in furnishing this coal than in furnishing any other that I have supplied to purchasers, perhaps more so than I would have been in furnishing it to the government, if the parties I have referred to had been entirely indifferent to me. And I would like also to state another reason; it is that I know something of what is required for the naval service. All the vessels are cramped for room for coal; their bunkers are small, and they can carry but a limited amount of coal. I think it is very important for our naval vessels to have clean coal, because they cannot afford so much room for it as other sea going steamers. We did bestow labor upon preparing this coal above what we bestowed upon ordinary coal for other sea going steamers.

By the Chairman:

Question. You say that the Secretary informed you that he had to defer to the wishes of the President in Pennsylvania appointments?

Answer. I did not mean to be understood to state that he said so in direct terms; but I got the impression in some way from the Secretary that that was the fact. I do not think he said so in direct language.

Question. Were the qualifications of Dr. Hunter for this office spoken of by or to the Secretary?

Answer. Not that I recollect.

Question. Was anything then said, between you or the Secretary, about your supplying the coal to Dr. Hunter?

Answer. There was not.

Question. When did the Secretary understand that you were furnishing coal to Dr. Hunter? When did he first understand it?

Answer. I cannot say. I do not know that it ever came to his knowledge officially.

Question. Would he not naturally know it in the way of official business?

Answer. I do not know of any way in which it would come to his notice.

Question. Do you say under oath that the Secretary did not know that you was furnishing this coal?

Answer. I say he would not know it officially.

Question. Does he know it as a matter of fact?

Answer. I think that he does know that I furnish some of it, but I think he does not know to what extent, how much or in what proportion. I have no doubt mentioned to him that we were shipping coal for his department.

Question. Did you understand from the Secretary that the appointment of coal agent was made upon political considerations?

Answer. No sir: I do not think I did. But I understand myself

the nature of these things. I knew that in order to get the appointment myself I required political as well as other endorsements.

Question. You do not know why Dr. Hunter was appointed, further than you have stated?

Answer. No, sir: but I think he was appointed at the desire of the President.

By Mr. Groesbeck:

Question. Do you know anything about that?

Answer. I do not know it positively.

The witness subsequently made the following statement:

I wish to state that the Chairman's question, "You say that the Secretary informed you that he had to defer to the wishes of the President in Pennsylvania appointments," is not what I understood him to ask on my examination. I understood the question thus—"Did the Secretary inform you that he should defer to the wishes of the President in this matter (the coal agency) as it was a Pennsylvania appointment?" My answer, as reported, is a correct reply to the question as I understood it, but it is *not* a correct reply to the reported question, as the Secretary never told me that he had to defer to the President's wishes in *any* matter; nor did I discuss with him any other appointment than that of coal agent, for which I was an applicant.

C. NICHOLS BEACH.

No. 33.—TESTIMONY OF JOHN G. REPPLIER, PHILADELPHIA.

FEBRUARY 3, 1859.

JOHN G. REPPLIER called and examined.

By the Chairman:

Question. What is your occupation?

Answer. I am in the coal business.

Question. Where?

Answer. In Philadelphia.

Question. In what kind of coal business?

Answer. The mining and selling of coal.

Question. What is the name of your firm?

Answer. Repplier & Bro.

Question. What is your experience in the business?

Answer. I have been in it a good many years.

Question. What has been the market value during the last year of anthracite coal of the quality used by the vessels of the United States? what its value per ton delivered on board the vessel at the Reading docks, Philadelphia?

Answer. It has ranged from \$3 20 to \$3 30, per ton, according to the quality of the coal.

Question. State what examination, if any, you have made of the coal delivered by Tyler, Stone & Co. to the United States government, within the last year, at Philadelphia?

Answer. I have made no examination of it at all; I have made inquiries as to the kind of coal delivered, but I have made no personal examination.

Question. From whom do they purchase their coal?

Answer. Principally from Richard Hecksher & Co., so far as I can learn.

Question. What quality of coal is it?

Answer. It is middling quality; I do not consider it first class coal.

Question. What is the market value of that quality of coal on board vessel?

Answer. Not over \$3 25 a ton, I should say.

Question. Could such coal be purchased in open market in Philadelphia, in such quantities as used by the United States, and be delivered on board vessel at \$3 25 a ton?

Answer. I should say yes, and I would add to that, I believe I mine as good an article as is mined for marine purposes, and I should have been very well satisfied to have taken \$3 30 a ton for any quantity desired. I believe that my coal stands as high as any that is mined; I do not think there is any better coal for marine purposes.

Question. What advantage has a purchaser who consumes, say 50,000 tons of coal annually, such a purchaser as the United States would be, in entering the market to purchase coal?

Answer. I would say that the United States government pays cash and the seller has no risk. We have, ourselves, frequently furnished the government, during some of the terms of former coal agents. We would always sell to the government in preference, because we ran no risk in selling coal to it.

Question. There is no delay in receiving the money, you consider?

Answer. Yes, sir; we consider that a great advantage.

Question. State whether you made any application to any one, either the coal agent or any officer of the government, for the privilege of selling coal to the government?

Answer. I never made any application to the present coal agent. I would say, however, that Mr. John F. Smith called upon me to make some little inquiry, he said, in relation to coal. I told him I should be very happy to sell to him; that our coal had given general satisfaction, and we would be glad to sell it to him any time he would purchase. That is all the application I ever had from him.

Question. What did he say to that?

Answer. He said that Dr. Hunter and himself would be the purchasers; himself principally, as he resided in Philadelphia, and he would call upon us.

Question. Did he tell you what prices he was paying for coal for the government?

Answer. He did not.

Question. Did you communicate your price to him?

Answer. No, sir.

Question. Did he make any inquiry as to what was your price?

Answer. He did not; but said that when he was prepared to make an inquiry he would call upon us.

Question. Did he ever come after that to see you?

Answer. No, sir.

Question. What is the difference in the price of coal delivered, say

at the works of Messrs. Merrick & Sons, in Philadelphia, and that delivered on board government vessels there?

Answer. It could be delivered at about the same price on board of the vessels as it could be delivered to Merrick & Sons, at about the same price as it could be delivered on board vessels weighed, screened, and cleaned. The works of Merrick & Towne or Merrick & Sons, are on the railroad. This coal would come down to Philadelphia and pass along on the Southwark railroad immediately into their yard, and there is no cost except the mere hauling of the cars from the terminus of the railroad to their place, which is probably fifteen cents a ton; and that is less than the cost of transshipping coal on board the vessel.

Question. You go upon the presumption that Merrick & Sons would receive their coal directly by railroad instead of by canal?

Answer. Yes, sir; that is the way they have generally received it.

Question. From whom do they generally purchase their coal?

Answer. From various parties. We have furnished a firm in Philadelphia, or a coal man there, who has furnished Merrick & Sons; but he has a wharf in the vicinity of their foundry. We would ship it direct in boats to their wharf and it would then be carried to their place.

Question. Then they do not buy of the original miners?

Answer. Yes, sir, in some instances, but they did not of us then, though they used a quantity of our coal last year. We are shippers of coal as well as supplying retailers or distributors of coal in Philadelphia. We supply a large amount to the distributors there, as well as distribute it ourselves.

Question. Have you ever seen Dr. Hunter, the United States coal agent, at Reading?

Answer. I know him; he is a fellow townsman of mine.

Question. Has he any qualifications, and if so what are they, for a coal agent?

Answer. I should say he had none at all.

Question. In your judgment is his office of any practical service to the government of the United States?

Answer. Not the least in the world.

Question. Who are then the real coal agents as the matter is now conducted?

Answer. I should say that Tyler, Stone & Co. were. In explanation I would say that whenever Dr. Hunter, who is the coal agent, gets a requisition from the government for any quantity of coal he sends it to Tyler, Stone & Co., and they ship this coal and make out their bill upon a printed form that is established by the government. The bill is made out at the head of the form, and there is a certificate as follows, signed by Dr. Hunter:

[In triplicate.]

United States Navy Department, Bureau of Docks and Yards,
To

Dr.

Appropriation.

I certify that the above coal, amounting to _____ tons, shipped on board the _____, bound for _____, was purchased by me for the use of _____; and that the quantity and price are correct, and that it is of the best quality.

United States Coal Agent.

, 185 .

Now I am very confident that Dr. Hunter never saw one ton of coal go aboard that ship or any vessel.

By Mr. Groesbeck :

Question. Or Mr. Smith either ?

Answer. Nor Mr. Smith either. If you ask me my opinion I would say that the coal agency as now conducted is a perfect sinecure.

By the Chairman :

Question. From whom do Tyler, Stone & Co. purchase coal ?

Answer. I think, as far as I have made any inquiry, from Richard Hecksher & Co.; and I believe that Dr. Hunter could have bought the same coal that Tyler, Stone & Co. sell to the government for \$3 85 a ton from Hecksher & Co. for \$3 25 a ton.

Question. How much do Tyler, Stone & Co. pay Hecksher & Co. ?

Answer. Not over \$3 25 a ton, I should say.

Question. Delivered ?

Answer. Yes, sir.

Question. On board the vessels ?

Answer. Yes, sir; that is, they purchase it at the mines at a certain price and then pay for the transportation to Philadelphia, and, I suppose they would not pay more than Richard Hecksher & Co. would ask to deliver it on board the vessel.

By Mr. Ritchie:

Question. Then these other agencies of Dr. Hunter and Tyler, Stone & Co. would be perfectly superfluous, for Hecksher & Co. could furnish the coal themselves ?

Answer. I have no doubt that they would be glad to furnish this coal to the government for \$3 25 a ton, if that question was an open one.

Question. Is that a responsible house, a house of credit and standing ?

Answer. Yes, sir, as much so as any one in our trade, the largest one in our trade; and Mr. Nevin also offered coal to Dr. Hunter at a much less price than he is paying.

Question. What do Tyler, Stone & Co. do with this coal? Do they buy it at the mines and then contract for its transportation?

Answer. Yes, sir.

Question. How much do they pay for it at the mines?

Answer. I should say they get it for \$1 75 per ton.

Question. Now what would it cost for transportation from the mines to Philadelphia?

Answer. It would cost about \$1 35 per ton to transport this coal from the mines to Richmond. The cost of transshipment would be very little, because they have allowed them five per cent. on the whole amount of cost, because it is allowed by the miner and by the railroad also, and that would pay all the expense of transshipping the coal. It costs for transshipping the coal at Richmond probably ten cents a ton for manual labor, which I say would be fully paid by the five per cent. which is allowed by the miner and the railroad company. If the coal costs them \$3 a ton at Richmond, then five per cent. off would be fifteen cents per ton, which would pay all the cost of transshipping the coal. If Tyler, Stone & Co. pay \$1 75 a ton for this coal at the mines, and \$1 35 to have it transported from thence to Richmond, then I do not think it could cost them more than \$3 10 per ton on board the vessel, as the five per cent. off would pay all other charges.

Question. Now, if they got \$3 25 per ton delivered on board the vessel, would that be considered a fair and reasonable profit?

Answer. Yes, sir; as it is without any risk at all; and I know that a coal dealer is always satisfied to sell at twenty cents profit per ton, and take the risk of selling a man on four months' credit. I do that every day; I do it for parties who mine coal, and send it to me to sell for them. I charge them only twenty cents a ton, and take all the risk of collecting the money, while I furnish them the money right away. Therefore I say that twenty cents a ton is a full profit for any coal man. The profits on coal are smaller than the profits in other occupations, I would say, so far as the first dealers are concerned.

Question. Is your name attached to that paper? [Showing witness "appendix" to deposition of J. Nichols Beach.]

Answer. No, sir.

Question. Are you familiar with these signatures?

Answer. Yes, sir; I am familiar with all of them.

Question. Are they coal dealers?

Answer. Yes, sir. Mr. Israel Morris, jr., I believe, goes out of it in the spring. I will state that this document was handed to me for signature. I told them I could sign it so far as regards the year 1858, but not for the year 1857, for, during a portion of 1857, Mr. Tyson, who was the coal agent at that time, did purchase coal from me. But every signature there is that of a respectable coal dealing firm, as much so as any we have.

Question. Has this matter about the purchase of coal for the government been a subject of complaint among the dealers in Philadelphia?

Answer. Yes, sir; it has been the subject of universal complaint amongst us.

By the Chairman:

Question. Is there anything further upon this subject that you know? if so, you can proceed to state what it is?

Answer. I cannot say further than my opinion as regards this matter is, that the only trouble among the coal men is that they have never been asked to even name a price for this coal.

By Mr. Groesbeck:

Question. Would it be proper for the government to make a coal dealer directly its agent?

Answer. I should say it would be very improper.

Question. Is it not necessary, then, to have some agent for this business? I am not speaking of the manner in which it is now transacted; but would you not consider it necessary, where so much coal is purchased, that the government should have an agent, or else buy its coal on contract?

Answer. No, sir, I should not think it necessary to have an agent; but it would be proper to have a coal inspector.

Question. Would he not be an agent?

Answer. No, sir, not necessarily so; the government could buy the coal by contract, and the business of this inspector would be to see that the coal was of the proper kind and quality, and that it went on board properly weighed and in good order. As an illustration of what I mean I will give my experience in this matter. A few years ago Mr. Lenthall, who was at the head of a bureau, sent orders to Mr. Tyson, who was the coal agent, to obtain bids for a certain quantity of coal that he wanted for his department. Mr. Tyson went around to a number of the coal dealers, and got bids from them; Mr. Lenthall, upon being informed of these bids, then took the matter entirely out of the hands of Mr. Tyson, the coal agent, and ordered him to give the contract to the lowest bidder, which happened to be Noble, Hammack & Co. Mr. Tyson came down to Philadelphia, to see that the coal was shipped properly. He found that it was not going aboard in that condition in which he claimed it should go aboard, and he accordingly remonstrated with them. But it was of no avail; they paid no heed to him, but still shipped the coal in the same way, and Mr. Tyson then refused to sign the bills. The coal, it appears, did not give entire satisfaction, and there was considerable trouble about it; complaints came back that the coal had not been weighed; that it was dirty, &c. And I believe the bills were sent back, and not paid until some deduction was made.

Now, as regards this office of coal agent, I will say that when it was first created, it was given to a Mr. Springer, who was a retired coal merchant.

Question. How long ago was that?

Answer. That was in Mr. Fillmore's administration. Mr. Springer, who was then appointed coal agent, was a retired coal merchant, who knew as much about the trade as any man in the trade. He knew all the different qualities of coal; all those suitable for steam purposes, whether at sea or on shore, as well as all those qualities

suitable for other purposes. I sold Mr. Springer a few cargoes occasionally. While he was coal agent he would go around to the different dealers and get bids, and if my price suited him, he would buy of me. But I never shipped a cargo of coal for him but what he or his son was on the wharf to see that it was all weighed correctly and shipped in good order. Now, a coal inspector would do that. He should be a retired coal merchant, or one familiar with the trade, and we have hundreds of them in the Schuylkill region and in Philadelphia, who could attend to that matter very readily; and no doubt the coal would then be purchased at the lowest price; for it could be purchased by contract, and the inspector would see that it was delivered properly.

Question. Was it purchased by Mr. Springer of the lowest bidder?

Answer. Yes, sir. He would come into my office sometimes, and say, perhaps: "I have an order for a thousand tons of coal for Pensacola; what can you let me have it for?" I would put down the figures, and he might then say: "I can do better than that," and I would reply that I could not do any better. And perhaps the next time he came in my price would suit him, and he would then buy of me. I do not think, however, that I sold the government 2,000 tons a year while Mr. Springer was the coal agent.

By Mr. Bocock:

Question. What is the name of the coal that your company mines?

Answer. We mine two kinds of coal; one we call the Mammoth Vein coal, and the other we call the Locust Mountain coal. They are two different kinds, both white ash, and both of very good quality, such as is used for steam purposes.

Question. By what name is Hecksher's coal known?

Answer. I think he mines two kinds of coal, known as the Black-heath coal and the Broad-mountain coal.

Question. Is there a sort of coal called the Buck Mountain coal?

Answer. Yes, sir; but Hecksher does not mine it.

Question. Which of all the species of coal is considered the best for generating steam to run steam-engines?

Answer. The Buck Mountain coal is considered the best.

Question. To what sort of purchasers have you sold your coal? Have you sold it for engine purposes?

Answer. Yes, sir; we have sold a great deal of it for marine purposes, and also to supply a large number of stationary engines in the city of Philadelphia.

Question. Have you sold your coal to Merrick & Sons?

Answer. They are using our coal now, but not directly from us; they obtain it through Mr. Morris.

Question. You have supplied a good part of the coal used by that firm?

Answer. Within the last year only.

Question. Do you say that the cost of getting coal to their establishment is about the same as that of delivering it on board of government vessels?

Answer. Yes, sir, if they were to buy it of first hands; but they

buy it second-handed. We sell it to the dealer who supplies them, while we could sell it to them as cheap as we sell it to the dealer.

By Mr. Groesbeck,

Question. Why do they not buy it all at first-hand?

Answer. I do not know.

By Mr. Bocock,

Question. What is the reputation of Merrick & Sons as shrewd business men?

Answer. I suppose they have very few superiors.

Question. Do they take good care of their interests?

Answer. Yes, sir.

Question. Do you ever buy coal of Hecksher & Co?

Answer. No, sir. We never buy coal at all. We mine so largely that there is no necessity for our buying it.

Question. Have you, or any of those named here, (referring to the "Appendix" to the deposition of J. Nichols Beach,) so far as you know, ever made any complaint to the Navy Department here that the coal agent did not consult the interests of the government in his purchases of coal?

Answer. No, sir; I do not think any of them have. I do not know anything of the kind. I think I was in error in saying the coal should cost Merrick & Son the same price as that put on board of vessel. I have ascertained it cost them from 15 to 20 cents per ton higher.

JNO. G. REPPLIER.

No. 34.—TESTIMONY OF GEORGE P. NEVIN, PHILADELPHIA.

FEBRUARY 3, 1858.

GEORGE P. NEVIN called and examined:

By the Chairman:

Question. Where do you reside?

Answer. In Philadelphia.

Question. What is your business?

Answer. The wholesale coal business.

Question. How long have you been in it?

Answer. I have been in the wholesale coal business, with the exception of some eight months, for nearly thirteen years.

Question. Are you acquainted with Dr. Hunter, the agent to purchase coal for the government of the United States?

Answer. I am.

Question. Have you ever offered to sell coal to him?

Answer. Yes, sir.

Question. Since he has been the government agent?

Answer. Yes, sir.

Question. At what price did you offer to sell coal to him, delivered on board of vessels at Philadelphia?

Answer. I offered to sell him Black-heath and Broad-mountain coal, delivered on board vessels at Philadelphia, at \$3 20 a ton of 2,240 pounds. I offered to sell him Lehigh coal, delivered at Bristol, at \$3 62½ a ton of 2,240 pounds. I offered to sell him Lackawanna or Scranton coal, on board vessels at Elizabethport, New Jersey, at \$3 40 per ton of 2,240 pounds. I made this offer to him by letter. I had one or two interviews with him in regard to coal, and as he never asked me the price, I volunteered it to him, and thought it would make it an inducement for him to buy.

Question. Have you a copy of the letter you sent to him?

Answer. I have; it is as follows :

PHILADELPHIA, *August 14, 1858.*

DEAR SIR: Herewith we hand you our card, and beg leave to say that we are prepared to furnish government, through you as purchasing agent, with first quality Black-heath, Broad-mountain, Lehigh, or Lackawanna coal, at the following prices:

Black-heath and Broad-mountain at \$3 20 per ton, 2,240 pounds, on board vessels here; Lehigh at \$3 62½ per ton, 2,240 pounds, at Bristol; Lackawanna at \$3 40 per ton, 2,240 pounds, at Elizabethport.

We feel very confident that it would be to the interest of government, as well as your interest, to give us a call before making any further purchases.

Hoping to hear from you soon, yours, respectfully,

NEVIN, SAWYER, & CO.,

106 *Walnut street.*

C. H. HUNTER, Esq.,

Government Agent, Reading, Pennsylvania.

CITY OF PHILADELPHIA, ss.

A. T. Fox, being sworn, says: That he is in the employment of Nevin, Sawyer, & Co., and that the foregoing is a true copy of a letter that was deposited in the Philadelphia post office by deponent on the 14th of August, 1858, directed to C. H. Hunter, government agent, Reading, Pennsylvania.

A. T. FOX.

Sworn to and subscribed before me, February 2, 1859.

JNO. B. KENNEY, *Alderman.*

Question. Did you ever have any conversation with Dr. Hunter on this subject?

Answer. I had, previous to writing him that letter.

Question. Did he ever purchase any coal of you?

Answer. No, sir.

Question. Did he ever assign any reason why he did not do so?

Answer. He did, upon one occasion.

Question. What was the reason he assigned?

Answer. It was that his personal interest would not admit of it. He had previously told me that he would give me a part of the government orders to fill, without saying anything in regard to the price.

Question. Do you know the persons who furnish the government with coal in Philadelphia?

Answer. I do, sir.

Question. Who are they?

Answer. Tyler, Stone & Co.

Question. Is a Mr. Beach one of the firm?

Answer. Yes, sir.

Question. Did you ever have any conversation with him upon that subject?

Answer. Yes, sir.

Question. What was it?

Answer. I have had several conversations with him in regard to furnishing coal to the government. I met him at Richmond one day, on the shipping wharf. I will say here that I went out of business on the 1st of January, 1858, and was out of business until about the 1st of July the same year, at which time I then formed a new connexion and went into business again. I was formerly one of the firm of Blakiston, Cox & Co., of Philadelphia, New York, and Boston. After I resumed the coal business I met Mr. Beach one day and told him that I was going to be a competitor for part of the government coal. He remarked that the amount was so small that it would hardly be worth dividing. I told him that did not matter, as we were willing to take whatever the agent would favor us with; that we were just again starting in business; that ours was a new house, and we wanted to get all the trade we could, and we should like to have some of this government coal to furnish, and would be willing to furnish it at the price that we would sell to other parties at. That was the amount of the conversation that passed between us then, and there has been very little said between us in regard to it since, until to-day, when we had some talk about it.

Question. Do you know anything about the manner in which the present coal agent performs his duty; what he does, &c ; of your own knowledge?

Answer. I cannot say positively, of my own knowledge, what course he pursues?

Question. Do you consider the prices stated in your offer to him as living, remunerative prices, for a coal dealer to charge any one?

Answer. Yes, sir. I should have been very willing to have furnished coal to the government at that price.

Question. Do you know the quality of the coal required on United States vessels?

Answer. Yes, sir. I think I have knowledge enough of the coal trade to know what is required for any purpose, whether it be bituminous or anthracite coal.

Question. I am speaking of the kind used on board government vessels, for steam purposes—anthracite coal.

Answer. The Black-heath and Broad-mountain coal is the best coal

for steam, I suppose; for heating purposes and heavy fires Lehigh coal is the best.

Question. Then you think that those prices stated by you in your proposals are fair, remunerative prices?

Answer. Yes, sir. I sold coal about that time at a less price than that. Other parties have sold it as low as \$3 15.

Question. Can you get any quantity of coal at the price you offered to sell it for?

Answer. Yes, sir, I could. I would have been willing to have furnished any quantity—any reasonable quantity—any quantity that the government was willing to order.

Question. Suppose you were to select with great care the qualities of coal you speak of as being the best for marine purposes, would it increase the price?

Answer. No, sir, not any. We purpose having the coal we name a price for of the first quality and in the best order.

Question. Did you ever see the coal furnished by this firm of Tyler, Stone & Co.?

Answer. No, sir; I do not think I have ever seen it, and have never made it my business to examine it particularly. I know, however, the mines the coal is said to come from, and I know the quality of that coal.

Question. Did you make this offer to Dr. Hunter merely to try him?

Answer. No, sir; he had previously told me that he had intended to give us part of the government orders to fill. I have been acquainted with Dr. Hunter nearly twenty years, a part of that time intimately acquainted with him. He made an appointment to call at our office in Philadelphia about a certain time. I waited until after that time, and I then made up my mind that I would write to the doctor and name our price to him.

Question. When was this?

Answer. It was last August.

Question. Does the price of coal in Philadelphia generally vary much?

Answer. It varies some. There are different kinds of coal. There is the red ash coal, and the white ash.

Question. I am speaking of the best quality?

Answer. That is the white ash coal. The Black-heath and Broad-mountain coals are white ash, but they do not vary much in price. There may be a difference in regard to the preparation of the coal; the care taken in selecting and handling it. The coal comes down first in what is called the run of the mine, and there is more or less impurity in it then. It is the business of the miner to select these impurities out, and then send the coal out of the mine. It is again selected over at the head of the dumping shutes where it is dumped from the cars. All coal properly handled must come in good order. If there is carelessness in handling it, of course there will be impurities in it. We purchase of the miners, the same as Tyler, Stone & Co., and as the shippers do, and it is our business to see that we get our coal well selected.

By Mr. Bocock:

Question. Have you purchased any coal of Hecksher?

Answer. Not this last year, 1858.

Question. Do you know what Hecksher's coal could have been bought for last year at his mines?

Answer. Only what I have heard from others who were buying it. I know the general price of coal.

Question. What does it cost to bring coal from Hecksher's mines to Philadelphia?

Answer. We have nothing to do as purchasers of coal with the cost of transportation over the lateral roads. When the coal is delivered upon the main Reading road, as Hecksher's coal is, at Schuylkill-haven, $4\frac{1}{2}$ miles below Pottsville, we have been paying from there to Philadelphia and Port Richmond \$1 35 per ton, tolls, transportation and all, included. From this we get a reduction, or what is termed a draw back, of five per cent. That is, if we ship in cars coal to weigh 100 tons, five per cent is deducted from that for waste, &c., so we pay for transportation and toll at that rate, five per cent. off.

Question. What is that five per cent. allowed for?

Answer. To cover the waste by selecting and relanding at Philadelphia. This five per cent. also comes off the amount purchased of the miner, as he is always paid according to the railroad weight.

By Mr. Ready:

Question. For what do you have the coal delivered at Schuylkill-haven?

Answer. We have bought coal, white ash coal at various prices at Schuylkill-haven, during the season. After I went into business again last year, I cannot state it exactly, but I do not think I paid for any white ash coal over \$1 70 per ton, and some I bought for less than that. Coal and freights both ruled lower last year than we have had them before for a number of years.

By Mr. Bocock:

Question. Is there any difference in the different veins of the same sort of coal? For instance, is Black-heath coal taken from one vein different from Black-heath coal taken from another vein?

Answer. There is but one kind of Black-heath coal. There are other veins which are called Black-heath by those who mine them for the purpose of giving them a character in the market. But we generally know what is Black-heath coal and what is not.

Question. Would there be likely to be any difference in the quality at the different points where mined? Is there any difference between the Black-heath that is mined by Hecksher and that which is mined by some one else?

Answer. No, sir; I never see any difference in it. Hecksher & Co. mine large quantities of coal, and of different kinds, and sell it to other dealers and shippers, and to the trade generally. The house I was formerly with, Blakiston, Cox & Co., have bought large amounts of Hecksher every year for the last three or four years, at least previous to 1858. I do not know what that house has done since 1858.

By Mr. Ritchie:

Question. You stated that Dr. Hunter stated he could not purchase of you because his personal interest would not permit it. Did he state what that interest was?

Answer. He did not.

By Mr. Bocock:

Question. When did he state that? was it before or after you wrote that letter to him?

Answer. I think it was after that time; but I will not be positive about that; I saw him both before and afterwards.

By the Chairman:

Question. Do you know how much Merrick & Sons, and other large purchasers of coal, in Philadelphia, pay per ton for their coal?

Answer. I do not; I have not been supplying them with coal.

Question. What would they pay, according to a fair market price in Philadelphia?

Answer. I presume that Merrick & Sons, Phoenix Iron Works, and those large consumers could buy their coal from the mines about as cheaply as I could; probably they would have to pay 5 or 10 cents per ton more; not more than that.

Question. Could they buy it, delivered at their works as low as \$3 05 per ton?

Answer, (hesitatingly.) I do not know but what they could during the last year; I do not know but what they might buy good steam coal for that; they probably could not buy the Monmouth-vein coal, or the John's coal for that.

Question. Could they get good steam coal for that price?

Answer. Yes, sir; they might; and first quality of steam coal might not cost them over \$3 10 per ton; if they could not get it at that I could.

By Mr. Bocock:

Question. Have you ever made any complaints to the department about the manner in which coal for the government is purchased in Philadelphia?

Answer. No, sir; I have not.

G. P. NEVIN.

No. 64.—W. W. W. WOOD, U. S. N., PHILADELPHIA.

FEBRUARY 10, 1859.

W. W. W. WOOD called and examined.

By Mr. Bocock:

Question. Have you been acquainted with the character and quality of the coal furnished by Tyler, Stone & Co. for the use of the vessels of the United States?

Answer. Yes, sir; I have burned a great deal of that coal. I used it on board the frigate Roanoake during her last cruise. I think it was furnished by Tyler, Stone & Co.; at all events, it was furnished by the coal agent, and that company are his agents, so I have understood, and I suppose furnished this coal. I also had the inspection of a cargo of coal for the steamer Chapin. I have inspected various kinds of coal since I have been connected with the navy.

Question. What is your opinion of the coal furnished during the past year, both in regard to the quality and its preparation?

Answer. It was everything, so far as regards quality and preparation, that could be desired. I never saw superior coal to that furnished. I burned some 800 tons of it not a great while since.

Question. Is not particular preparation necessary to fit coal for government use on board steamers?

Answer. Yes, sir, an extra screening is generally given it; at any rate, I always required that an extra screening be given it when necessary. It is very important, on board sea-going steamers, to have our bunkers filled with coal free from impurities. We generally give in our log-books—at least I have always done so, in order that the department may be able to judge of the qualities of the various kinds of coal used—the residuum after combustion. This residuum sometimes varies from 10 to 40 per cent; therefore coals that give a residuum of 40 per cent. have 60 per cent. of available fuel. You can appreciate the importance of having available fuel, to say nothing of the labor of throwing these impurities into the furnaces and then tumbling them overboard again.

Question. Do you say that some coals only furnish available fuel to the extent of 60 per cent.?

Answer. That is all that some coals furnish.

Question. In that case there would be a clear loss to the government of 40 per cent. of the coal purchased?

Answer. Yes, sir.

Question. How much was the residuum in the coal that has been furnished during the last year?

Answer. I think not more than 10 or 12 per cent., to the best of my recollection, of the coals of which I have any knowledge; not any more, I think.

Question. How does it compare with coal heretofore furnished?

Answer. The coal I inspected last year was prepared with more care than any I ever used before, as a general thing.

Question. Is any particular labor necessary to fit coal for govern-

ment use, in order that this great amount of residuum should not be left in the furnaces?

Answer. It is necessary to have the coal broken into proper size, then to screen it, and deliver it in a cleanly condition.

Question. How much per ton would you estimate this extra labor to cost in preparing coal for government use?

Answer. I should suppose that it could not be done for less than 30 or 40 cents per ton; I have, however, never taken the trouble to inform myself about the prices. I know I always have had the coal screened at the expense of the government, if it was not delivered in a cleanly condition. We generally inspect these coals when received; and when coals are not in a proper condition to be used in consequence of a want of screening and proper preparation, we generally do it; but the expense of doing it I am not so well informed about.

Question. Is there any loss to the government, when you have to send coal from one point to another, in case of this large residuum—any loss other than the loss in coal? Suppose you were fitting out a ship for sea, and you were going to send coal to a foreign station, would this residuum in the coal which you speak of be merely a loss of 40 per cent. upon the value of the coal, or would there be some additional loss?

Answer. Under such circumstances as these it would be an additional loss, inasmuch as—or, probably, it would be this way.

Question. I want to direct your attention to the subject of freight upon this residuum.

Answer. Certainly; in that respect, of course, it would be an additional loss, for you would have all the tons of impurities to pay freight upon, the same as upon so many tons of pure coal, while it would not be available fuel.

Question. And then is it not necessary to have as much available fuel as possible within the smallest possible space?

Answer. Yes, sir, it is of importance to have all the available space filled with available fuel. In fact, with impure coals, I would not forego having them screened and properly prepared whenever it could be done. Even on a foreign station I would rather take my own men on shore to screen them, previous to bringing them on board the vessel, so that I could have the bunkers filled with available coals, to have it taken on board without that additional cleansing process, and have the bunkers filled with a mass of unavailable fuel; the coal would be inferior to that extent.

Question. Have you been acquainted with the price of coal, generally, in Philadelphia, during the last year?

Answer. No, sir, I have not informed myself upon that subject, generally.

Question. Are you prepared to say what the coal, delivered to the government the last year, has been worth; what would be a fair, reasonable, price for it?

Answer. I am not prepared to answer that question, because, as I have said before, I have had very little to do with money matters outside of the vessel, as little as possible, and, therefore, this information does not come within my line of duty; I do not attend to money mat-

ters except when required to do so, and I have never informed myself upon this subject.

By Mr. Ritchie:

Question. Do you know anything about the process of breaking and screening coal; whether it is done in Philadelphia or at the mines?

Answer. Yes, sir; it is done at the mines.

Question. Have you ever been at the mines and seen it done?

Answer. No, sir, but I have made myself familiar with coal mining operations.

Question. Is not this coal broken and assorted into different sizes and screened at the mines?

Answer. As a general thing, I think it is to a certain extent; but then, nevertheless, it requires additional care in handling and delivering in order to make it what it should be, in many cases, for steamer's use; by screening and handling, I mean throwing out the dirt and fine coals, and slates, and other impurities.

WM. W. W. WOOD,
Chief Engineer, U. S. Navy.

No. 65.—GEORGE F. TYLER, PHILADELPHIA.

FEBRUARY 10, 1859.

GEORGE F. TYLER called and examined.

By Mr. Bocock:

Question. Where do you reside?

Answer. In Philadelphia.

Question. What is your business?

Answer. I am a dealer in coal.

Question. Who are your partners?

Answer. Frederick Tyler, my father, C. Nichols Beach, and William E. Stone.

Question. How long have you been furnishing coal to the government?

Answer. I confess I am unable to give you the precise date. We furnished some under Mr. Fillmore's administration for the use of the navy.

Question. Have you been furnishing coal to the government, more or less, ever since that time?

Answer. Yes, sir.

Question. Have you any recollection of the general run of prices from that time down to this?

Answer. Do you mean the average price from that time till now?

Question. Yes, sir; how have prices ranged? Have they gone down or up since that time?

Answer. Coal is lower now than it has averaged since that time.

Question. What has been that average price?

Answer. I should suppose that the average price in Philadelphia of steamers' coal has been considerably over \$4 a ton. There have been fluctuations in the price during different years. In some years it has been higher, and in others lower. But the average price of coal, to my knowledge, has been more than \$4 a ton.

Question. Did your firm make any arrangement with Dr. Hunter to furnish coal to the government?

Answer. I hardly know how to designate the transaction; when Dr. Hunter was first appointed to the office of coal agent he came to us, knowing that we had been furnishing coal for the use of the navy, and after a full discussion of the matter, we agreed to furnish him what coal he might require during the year at a fixed price. There was an understanding, although there was no formal contract made, that he should take the coal from us.

Question. What was the price agreed upon?

Answer. The price we fixed was \$3 85 a ton. If the price of coal advanced, we were not to charge any more than that for it. That contract or agreement was made soon after the panic of 1857, when everything had gone down to the lowest point. It was immediately, too, after a reduction of 40 cents a ton had been made in the price which the government had been paying; and it seemed probable, at least that was the view he took of it, that if everything else improved as it was likely to do, coal itself would be higher. That was the view we took of it also; that if there should be any change in the price of coal, it would advance rather than recede. At that time it was looked upon as an advantageous arrangement for the government.

Question. Have you had a supervision of the coal which you have furnished to the government of the United States under this contract with Dr. Hunter?

Answer. Yes, sir; there has been an accurate and strict supervision of it. Everything has been done with the greatest care.

Question. Which member of your firm has attended to this supervision principally?

Answer. My own self.

Question. What has been the character and quality of the coal which you have delivered?

Answer. It is a kind of anthracite coal mined in Pennsylvania that we consider the best adapted for steamers' use. We have not confined our purchases to coal from any one mine, but have bought the largest proportion of our coal, however, from Hecksher & Co.; what is called the Black Heath coal. But we have also purchased a considerable amount from other individuals, when, from causes that we could not foresee, we could not obtain the precise article we wanted from Hecksher & Co., or when we consider some other coal better adapted to the purposes for which it was required.

Question. What has been the price of coal at the mines during the last year?

Answer. From \$1 75 to \$2 20 a ton for such coal as we have shipped for the Navy Department. The coal that we paid \$2 20 a ton for was coal that we purchased of Repplier & Co. to fill an order where their coal had been theretofore used, and to which use it seemed particularly adapted. I therefore bought it of them at that price, and then they assured me that the price which they charged me was less than they had before sold any for.

Question. Is the Mr. Repplier of that company the one who has testified here?

Answer. Yes, sir.

Question. Did he say that \$2 20 a ton was lower than his usual sales?

Answer. Yes, sir; he said that the majority of his sales had been made at \$2 40 a ton. He had sold some at \$2 30, (the least he had sold any for before,) out of which he made a commission of ten cents a ton. But as I gave him the cash in hand he would waive that commission in my case, and simply get a market for his coal.

Question. What was the freight on coal from the mines to Philadelphia?

Answer. It was \$1 35 a ton by railroad from Schuylkill Haven. And that reminds me of another point I would like to state. It was expected that before the close of the year the Reading Railroad Company would advance their rates of transportation, as it had been always customary for them to do. As it happened, however, their rates were uniform from about the middle of March.

Question. I want to know if there is any extra preparation put upon this coal to fit it for government use?

Answer. We bestowed upon it a great amount of labor; more than upon any other coal we handled. We felt that it was important and necessary to furnish coal that was entirely pure. Even the best coal that we bought we always re-handled, and sometimes at a very great expense. We actually bestowed more labor and expense upon this coal than upon any other coal that we shipped.

Question. What particular preparation did you bestow upon it?

Answer. The labor we bestowed upon it was involved in selecting the slate from the coal. There is no coal that comes from the mines entirely free from impurities. It is mixed with what we call "bone" and slate. "Bone" is an earthy substance that mixes with the coal in the vein, and which it is exceedingly difficult to separate from it. The slate that is in the coal, of course, it is important to remove, for it will not burn; it makes weight, increases the bulk, and diminishes the value of the coal.

Question. Where was this work done?

Answer. On our wharf at Richmond, after receiving the coal from the mines.

Question. What do you estimate this extra labor to have been worth?

Answer. I should say that, taking the whole of it into account, twenty cents a ton would be a fair average of the extra expense. Some of the coal we have not bestowed so much expense upon, but upon other portions of it we have bestowed more expense. Some of it we have bestowed an expense of fifty cents a ton, including the waste and all; but that was not an average.

By Mr. Ritchie:

Question. Was this extra labor more than you bestowed upon coal for other sea-going steamers?

Answer. By other parties do you mean? We had no other trade for steamers. I mean, that this expense was additional to that which we put upon coal which we furnished to our other customers.

Question. What additional labor did you bestow upon this coal over that which was bestowed upon coal furnished for other sea-going

steamers—for instance, the Collins and California lines—by those who furnished coal for those lines?

Answer. I should think it was certainly twenty cents a ton.

By Mr. Bocock:

Question. Did you sell coal to other parties than the government during the last year?

Answer. Yes, sir; but not for steamers' use, however. Our other trade was with manufacturers and with dealers.

Question. I would like to know how your profits upon your trade with the government compared with your profits upon your sales to other parties?

Answer. I should think they were more.

Question. More profits upon the coal sold to the government?

Answer. Yes, sir. I think it paid us better than our other trade. It was a business upon which we bestowed more care and labor, and it did pay us a better profit than our other business did; otherwise we should not have been paid for devoting the time and attention we did upon it.

Question. Was it a better profit, considering the cost of the coal and the amount of labor you bestowed upon its preparation?

Answer. Yes, sir; I should think the government contract was a more profitable one to us than the average of our other business.

Question. Did you have contracts with private individuals that paid you as much profit as this?

Answer. We have frequently sold coal that paid us better than the coal that we furnished to the government.

Question. During the last year?

Answer. We made other sales that paid as well; I cannot say that we had any that paid us better. There is one point that I wish to add in explanation, and that is, in buying the particular kind of coal required for the Navy Department it was impossible for us to obtain from any one miner all of one size. The coal is broken at the mines by machinery; and when one size is made, several other sizes are made also, and no miner can afford to sell altogether one size alone. We were obliged, therefore, to take from him other sizes of coal also, which we sold sometimes profitably, sometimes merely for cost. Therefore it is I say that the other parts of our business were not so profitable.

Question. What price did you get for the coal furnished the government coal agent?

Answer. Up to March 30, 1858, he paid us \$4 25 a ton.

Question. What agent was that?

Answer. Benjamin Tyson. He then ordered two cargoes from us; one was shipped in May, and the other the 7th of June, after the appointment of Dr. Hunter, for which he paid us only \$3 85 a ton.

Question. Who was the first coal agent appointed?

Answer. Benjamin H. Springer.

Question. When was he appointed, and by whom?

Answer. I think he was appointed during Mr. Fillmore's administration, and I have an impression that his commission was made out by Mr. Kennedy, as Secretary of the Navy.

Question. Did you furnish coal to him, as agent for the government?

Answer. Yes, sir, to a considerable extent.

Question. Are you able to say what you got for that coal furnished to him?

Answer. I could not tell without reference to my books.

Question. Was it more or less than \$3 85 a ton?

Answer. My impression is that it was considerably more.

Question. Do you know George P. Nevin, of Philadelphia?

Answer. Yes, sir.

Question. How long has he been in the coal business?

Answer. I should suppose for some three or four years; but about a year ago, I should think, he dissolved partnership with the firm with which he was then connected, and he was then out of business for a considerable length of time. He resumed business again in September last—I believe it was in September—it was in the latter part of the summer or early in the fall.

Question. Was he a candidate for the office of coal agent?

Answer. He was, to my own knowledge.

Question. Did he make any proposition to you, or to Mr. Beach, to back him for the coal agency?

Answer. He made a proposition to me that I should induce Mr. Beach to assist him in obtaining the appointment.

Question. What consideration did he offer?

Answer. That Mr. Beach should furnish the coal to be purchased by him for the use of the Navy Department.

Question. At what price?

Answer. No price was named.

Question. Why is it necessary for the coal agent to purchase his coal of any particular party? Why could he not send to the mines and purchase his coal directly from the miners, and have them send it down to Philadelphia and deliver it on board the vessels?

Answer. That is practically impossible in the way in which business must be managed with the Navy Department; their orders are always for one particular kind of coal, often requiring a very large amount to be furnished immediately. No one miner could furnish all that coal instantly, as it is often required. It is, therefore, important for the coal agent to have an arrangement with some house which controls a large amount of coal which they can furnish him at very short notice.

By Mr. Ritchie:

Question. What is the use of a coal agent at all; why not let some particular house make an agreement with the department to furnish the coal as they would to the coal agent?

Answer. I think that an officer who would do the duties that he is delegated to do would be necessary, because the Navy Department would hardly be willing to pay the bills for an article that they have never seen, without having the certificate of some officer that the article as furnished is of the quality called for.

Question. Does the coal agent inspect the coal?

Answer. That is his duty.

Question. Has he ever done it?

Answer. He has not done it very frequently; in a great measure the business has been done by us, and the coal agent has not seen the coal.

Question. Then, in your case, it would be just as well for the department to do business directly with you?

Answer. Yes, sir; I suppose it would.

By the Chairman:

Question. What is the form of the certificate signed by the coal agent?

Answer. It is that the coal is of the best description adapted to steamers' use, and is of the quantity certified to. In regard to the quantity he has the guarantee of the bill of lading which makes the vessel responsible for delivering the amount of coal therein specified.

Question. Did Dr. Hunter ever see a single ton of this coal put on shipboard?

Answer. Not to my knowledge.

Question. You have spoken about a reduction in the price of coal from \$4 25 to \$3 85 a ton; did not the transportation companies at the same time reduce the price of freight upon coal forty cents a ton?

Answer. They reduced it twenty cents a ton.

Question. Was there no further reduction?

Answer. No, sir; during the year 1857 the nominal rate of transportation was forty cents a ton higher than in 1858; but to equalize the business with other regions the Reading railroad allowed a drawback of twenty cents a ton upon all cargoes shipped during the year, so that the rates of transportation were really reduced twenty cents per ton. When we obtained \$4 25 per ton for our coal we obtained a drawback from the company of twenty cents a ton, so that it was equivalent to \$4 45 a ton without any drawback. Afterwards the Reading Railroad Company made their rates uniform.

Question. Did the price of coal in 1858 go down below the price of 1857?

Answer. I should think that the price of coal in the spring of 1858 did not differ materially from the price of coal in the spring of 1857; but it was a little lower in the spring of 1858 than it was in the fall of 1857.

Question. What kind of coal was it that Repplier & Co. furnished to you? Was it not a Lehigh coal?

Answer. It was Locust Mountain coal.

Question. For what purpose was it used?

Answer. It was sent to the naval hospital.

Question. It was used there for a special purpose?

Answer. Yes, sir.

Question. Could you not have bought ordinary Schuylkill coal at that time from Repplier & Co. for \$3 20 a ton, delivered in Philadelphia?

Answer. I do not think I could. I never knew them to sell that kind of coal. They sold exclusively their own mining.

Question. How much was the particular quality of coal furnished you by Repplier & Co. worth more than the ordinary Schuylkill coal?

Answer. Adapted to the same purpose?

Question. I want to know the market price of this particular quality of coal over that of ordinary Schuylkill coal?

Answer. I should think it was about 20 cents a ton.

Question. It was Schuylkill coal that you bought for supplying the government?

Answer. Yes, sir, mostly. We bought some Lehigh coal in a case where we thought the vessel required a very hard coal.

Question. How much Lehigh did you buy?

Answer. I think that in 1858 we bought some 1,500 tons, which we sold the Navy Department.

Question. Was that all?

Answer. Yes, sir.

Question. What is the difference in price per ton between Lehigh and Schuylkill coal?

Answer. There are various qualities of Schuylkill coal.

Question. I mean ordinary qualities.

Answer. For ordinary qualities I should think the difference in Philadelphia would be in the neighborhood of 25 to 30 cents a ton.

Question. The Lehigh coal would be of the higher price?

Answer. Yes, sir, it would be higher than ordinary qualities of Schuylkill coal.

Question. The ordinary qualities of Lehigh coal is higher than the ordinary qualities of Schuylkill coal?

Answer. Yes, sir.

Question. Was this coal of Repplier & Co. a Schuylkill coal?

Answer. Yes, sir.

Question. Of the highest grade?

Answer. Yes, sir.

Question. How much did you buy of them?

Answer. Something over 400 tons.

Question. Did you ever buy any other coal from other parties?

Answer. We bought one lot at \$2 15 a ton.

Question. How much did you buy at that price?

Answer. One thousand tons.

Question. Of whom?

Answer. Of Kane, Hacker & Co.

Question. For what purpose?

Answer. For steamship purpose.

Question. Was there any other case in which you paid more than \$2 per ton?

Answer. No, sir.

Question. What has been the average price of coal at Schuylkill Haven since the 1st of July last?

Answer. I should think about \$1 85 a ton would be the average; if anything different it would be a little higher than that; it would not be lower. I mean that was the average price for coal that we bought for this specific purpose. We have bought coal for a less price.

Question. I mean the particular qualities used by the government?

Answer. About \$1 85.

By Mr. Ritchie:

Question. Is there a discount of 5 per cent. upon the price of coal and upon its transportation?

Answer. There is nominally that discount; but practically the average discount has not been $2\frac{1}{2}$ per cent.?

Question. Why is that?

Answer. I suppose it arises from the difference in weighing coal in long trains of twenty or thirty cars at a time at the mines, and weighing it by single cars at Port Richmond; and then there is also a waste between the mines and market. The last time we tested the matter the result satisfied us that the miners' scales were wrong, and did not give us full weight. It was a matter of complaint in the trade that the coal did not hold out in weight.

By the Chairman:

Question. In other words, the drawback does not much more than cover the waste?

Answer. No, sir, it does not. It does not cover the waste of coal handled as much as we have to handle coal shipped for the Navy Department, throwing out all the impurities and dirt. All that amounts to more than the allowance we receive from the railroad company.

Question. You think this drawback or allowance would not cover all the waste that practically occurs in coal sold to the government?

Answer. No, sir, it would not.

FEBRUARY 11, 1859.

GEORGE F. TYLER recalled.

By Mr. Bocock:

Question. What profit did you make upon the coal delivered to the government in 1858?

Answer. My impression is that it was in the neighborhood of 10 per cent.

By Mr. Groesbeck:

Question. Did the former inspector, Mr. Tyson, inspect the coal?

Answer. We sold him a large portion of the coal he purchased; and of that, to my knowledge, he never inspected but one cargo. Mr. Springer, the first agent, was in the habit of inspecting the coal carefully. We sold him a considerable amount.

[The witness also made the following explanation:]

In reference to the 10,000 tons of coal purchased of Cain, Hacker & Cook, I now remember that it was never delivered to us; they notifying us, after a good deal of delay, that they could not furnish it of the kind and quality required.

GEO. F. TYLER.

No. 66.—DILLER LUTHER, PHILADELPHIA.

FEBRUARY 10, 1859.

DILLER LUTHER called and examined.

By Mr. Bocock:

Question. Where do you reside?

Answer. In Philadelphia.

Question. What is your business?

Answer. I have been engaged in the coal business for some years past.

Question. Have you been well acquainted with the prices of coal during the year 1858?

Answer. Yes, sir.

Question. Do you know anything of the quality of the coal furnished by Tyler, Stone & Co. during that time to the United States government for steamer purposes?

Answer. I have no personal knowledge of it; I have heard of it.

Question. Are you acquainted with the Black Heath and Broad Mountain coal mined by Hecksher & Co.?

Answer. Yes, sir.

Question. Do you know anything about any peculiar preparation necessary to fit that coal for steamers' uses?

Answer. I believe the agent of the government does require, and has always required, that the coal shall be prepared with more care for the government than is generally bestowed upon coal for other purchasers. Generally, higher qualities of coal have been selected for government purposes, and is prepared with more care, and consequently there is more expense bestowed upon it. There are various qualities of coal, as there is of anything else, and there are various prices; there is a cheap coal and a dear coal. Hecksher's steamboat coal has a high reputation in the market; he prepares it specially for steamers' uses—steamboat size as it is called—and he gets a higher price in consequence of that preparation.

Question. What would have been a fair price for such coal, thus prepared for steamers' uses, delivered on board the vessel in Philadelphia, in May, 1858?

Answer. I am scarcely able to say what would have been a fair price throughout the season. I might tell what it was at the commencement of the season.

Question. What was it in May or June of last year, at the commencement of the season?

Answer. I suppose that in May or June it was \$3 50 or \$3 60, and so on up to \$3 85 a ton.

Question. Did it fall after that time?

Answer. Yes, sir; coal declined in price in the middle and the latter end of the season.

Question. How much?

Answer. Some 15 or 20 cents a ton.

Question. When you speak of coal being \$3 50, \$3 60, and \$3 85

a ton, do you allow a fair profit to a coal dealer who would purchase of Hecksher & Co. to furnish to the government?

Answer. When I speak of \$3 50 a ton I speak of what I got for ordinary sizes of coal, such as individuals take. I had, myself, an order from the War Department—propositions were received by the department, and my bid was the lowest. Proposals were issued in the month of May for furnishing 1,600 tons of coal, to be delivered at West Point. There was considerable risk in making bids for this coal in the matter of freights, &c. Freights outward, from Philadelphia, had commenced in the early part of the season at a very low rate, and it was apprehended that they would advance. At all events in putting in for a bid of that kind that matter was taken into consideration. Freights, however, remained low during the entire season. A large part of this coal was of a similar kind to that furnished the Navy Department. The price I bid yielded me \$3 85 a ton.

By Mr. Ritchie:

Question. Was this \$3 85 a ton the price in Philadelphia, or did it include freights to West Point?

Answer. It netted that price at Philadelphia; the price at West Point, was \$4 70 a ton.

Question. Was there any statement in your bid of the price in Philadelphia?

Answer. No, sir; the bid was for compensation for delivering the coal at West Point.

Question. It included freights and all the risks of shipping from Philadelphia to West Point?

Answer. Yes, sir.

By Mr. Bocock:

Question. Were there a number of bidders for that contract?

Answer. Yes, sir.

Question. And you got it as making the lowest bid, and it netted you \$3 85 at Philadelphia?

Answer. Yes, sir.

By Mr. Ritchie:

Question. How do you mean that it netted you \$3 85 at Philadelphia?

Answer. I mean that if you deduct from the \$4 70 a ton for delivering it at West Point, the freight paid from Philadelphia to West Point, it would net me \$3 85 a ton on board ship at Philadelphia.

By Mr. Bocock:

Question. State, if you know it, the market price at Philadelphia, at that time for such qualities of coal for steamer purposes?

Answer. I have no knowledge of that kind of coal; I had no orders for it myself, and did not deal in it except in the particular case I have mentioned; I can give my opinion as to what I think would be realized from the sale of such coal; I have heard the price of a few cargoes sold very early in the season; that was lump coal, similar to steamer coal, but not broken up as for steamers.

Question. What was that?

Answer. That was \$3 75 a ton aboard the vessel; that was sold, however, just as it came from the mines, being merely the large pieces of coal picked out.

Question. What was the probable price of coal to be furnished to the government for steamer purposes? What would you have considered a reasonable price to furnish it at if you had been asked to submit a bid for it?

Answer. It would afford me a very narrow margin for profits if I offered to furnish steamboat coal at \$3 75 a ton, which is what I would charge in the business; leave me a margin, perhaps, for a profit of 5 or 10 per cent. I think that \$3 85 was not too high a price. Coal has been exceedingly depressed in price, and the producer has not got the cost of it sometimes.

By Mr. Ritchie:

Question. Is there any advantage in dealing with the government rather than with general dealers in the trade, in regard to payment?

Answer. There are divided advantages.

Question. Then if the matter was carefully attended to, could not the government get their coal at a less nominal price than what it is quoted at as market prices?

Answer. I have no doubt that the government is always able to buy their coal at very great advantage.

By the Chairman:

Question. Are you a dealer in coal?

Answer. I am a miner and dealer of coal.

Question. What was a fair market value of such coal as would be fit to use in government sea-going steamers, in June, July, and August, 1858? What could it have been bought for at Philadelphia, the fair market price at that time?

Answer. Is the question, what could it have been bought for, or what was its fair market value?

Question. What could it have been bought for by a person charged with the duty of selecting a good quality of coal?

Answer. I suppose that single cargoes—

Question. I mean 2,000 or 3,000 tons, or more, just as it would be likely to be called for by the government?

Answer. I have no doubt that parties, in order to get hold of government contracts, would have made bids at low rates to furnish single cargoes. But I take it that there are very few parties who would undertake to supply coal through the entire season, such coal as the government requires, with such care bestowed upon it as the government requires, even last year, for less than from \$3 50 to \$3 75 a ton.

Question. I will ask the question again, and I want you to answer the question which I ask you. What could the article of coal required and used by the government be purchased for in June and July last? I want to get at that point. We have examined several witnesses upon that point, and I wish to get at it now.

Answer. In small quantities or in very large quantities?

Question. Say a thousand tons or so. What could the government have got it for in open market?

Answer. I think it could have been purchased for \$3 50 a ton; I do not think it could have been purchased for less than that.

Question. What could coal have been purchased for in open market,

delivered on board vessel at Philadelphia, of such quality as used by the government, per cargo?

Answer. I have no doubt there are parties there who would have sold it for \$3 40 to \$3 50 a ton. I would not like to have undertaken myself to have furnished any large supplies at any such price. Other parties might be able to do so, as some have larger facilities than I have.

Question. What was the fair value of such coal at Schuylkill Haven, during the last summer or fall, as is used by the government?

Answer. I think this description of coal used by the government commenced at about \$2 10 per ton and then declined down to \$1 80, perhaps.

Question. What is the cost of the transportation of the coal from Schuylkill Haven to the docks in Philadelphia?

Answer. \$1 35 a ton.

Question. What drawback is allowed upon that?

Answer. No drawback is allowed upon that.

Question. Some of the witnesses have mentioned about drawbacks being allowed; how is it about that?

Answer. It is not allowed by the railroad company. There is a drawback of some fifteen cents a ton allowed by the navigation company for reshipping at Philadelphia. They charge sixty-five cents per ton for tolls, and then the freight has been from sixty cents to seventy-five cents a ton, to Philadelphia. And the navigation have allowed fifteen cents per ton for reshipping it at Philadelphia.

Question. Then the tolls and transportation have been about \$1 35 a ton?

Answer. It has been that during the summer for the railroad; the canal rates have varied a little.

By Mr. Bocock:

Question. What would have been a fair market value during the spring and summer of 1858 for such coal as the government uses, provided a man had obligated himself to be in readiness to furnish any amount the government might call for upon short notice — any reasonable quantity of coal the government might call for; such quantities as the government did in fact use.

Answer. I would not have undertaken to have supplied it, with such despatch, at less than from \$3 75 to \$3 85 a ton. When I said that a man might have bought it for \$3 40 or \$3 50 a ton, he could not buy the quantities the government orders of one single individual or firm alone. None of them ever have that amount on hand. He might get it, perhaps, by going around to several different houses, taking half a cargo of this one, a cargo of that one, and, perhaps, two cargoes of another. What I mean by a cargo is 200 to 300 tons, which is the usual size of a boat load.

Question. Do dealers in Philadelphia often have a quantity of coal on hand such as the government would need for its uses?

Answer. No, sir; I have never seen any of them have more than five hundred tons of it on hand at a time in my life, never.

Question. Could an agent of the government safely rely upon buying up in market in that way—that is, going around and buying it

of this and that one—such coal as the government would need; or would it be necessary, in order to be able to furnish the coal as called for, in the quantities called for, to make an arrangement with some person to keep on hand such coal as the government may need?

Answer. The manner of supplying coal to the government has changed somewhat, I think, since I had a knowledge of it. I formerly did supply the government with some coal, but I have not done so for a number of years past. The way it used to be, when we got an order, it would be in this way: They would want a thousand tons of coal shipped to a certain point, and we would be allowed a month to do it in, perhaps. That would give us, or any other house, or any two or three houses, time enough to get down from the mines the article wanted. But if the government came to me without any previous notice and said, we want you to ship a thousand tons of steamboat coal next week, I could not do it. Whether such despatch is necessary now or not I do not know. But if an order was given to me to ship 1,000 or 1,500 or 3,000 tons of coal, and I was allowed three weeks or a month to do it in, I could get it; but I would not have it on board at the time.

Question. Suppose the government should want some 10,000 tons, how long would it take a man who did not have it on hand to get ready that amount of coal suitable for government purposes—steamboat coal?

Answer. I should suppose that it would take any one man several months, unless he had had some previous knowledge of what was wanted.

FEBRUARY 11, 1859.

DILLER LUTHER recalled.

By Mr. Bocock:

Question. How long have you been engaged in the coal business, and what is the extent of the business you have done in that line?

Answer. I think I have been in the business nearly twenty years. I have been engaged in the mining department about twenty years. We combined the commercial department with it about ten years ago.

Question. To what extent have you been engaged?

Answer. To a very large extent.

Question. Whom have you supplied with coal? What class of purchasers have you had?

Answer. The principal dealers in the eastern markets for domestic use; and also the iron establishments, to a considerable extent.

Question. Can you give us the difference in the market price of coal between 1857 and 1858?

Answer. I think about 30 cents. It was 30 cents higher in 1857.

Question. Was that the general average of difference on different sorts of coal?

Answer. Yes, sir; about 20 cents difference of transportation, and 10 or 15 cents difference in the price of the coal itself.

D. LUTHER.

No. 67.—CHARLES P. HAYES, PHILADELPHIA.

FEBRUARY 10, 1859.

CHARLES P. HAYES called and examined.

By Mr. Bocock:

Question. Where is your residence?

Answer. In Philadelphia.

Question. What is your business?

Answer. I am a coal merchant.

Question. How long have you been a coal merchant in Philadelphia?

Answer. Since 1847.

Question. Do you know anything about the prices of coal during the year 1858?

Answer. Yes, sir.

Question. Are you acquainted with the description of coal used by the government on board steamers?

Answer. I am not particularly acquainted with it.

Question. Do you know anything about the Black Heath and Broad Mountain coal mined by Hecksher and others?

Answer. I know it to be a coal of a very good quality.

Question. Do you know anything about the principal preparation of it necessary to fit that coal for government uses on board steamers?

Answer. I know that the coal can be prepared at the yards in Philadelphia for steam purposes, so as to make the quality much better than that which is generally shipped.

Question. I want to know if a paper containing the affidavits of sundry coal merchants in Philadelphia, stating at what price they would furnish coal, was handed you for your signature?

Answer. Yes, sir.

Question. Did you sign it?

Answer. I did not.

Question. Why not?

Answer. Because I could not have contracted to supply the coal at the prices named then.

Question. Are you able to tell what would have been a fair market price during the last spring, summer, and fall, of Black Heath and Broad Mountain coal, fitted for government use in generating steam, and delivered on board the vessels at Philadelphia?

Answer. I am not able to say what was the actual price at which it could have been delivered; but the coal that I prepare, and sell, I know I could not sell at less than \$3 75 a ton, to pay a good profit.

Question. What sort of coal do you prepare and sell?

Answer. Carter's Lehigh or Greenwood coal, and other kinds.

Question. What did you sell that coal at?

Answer. I sold some in Boston during the year 1858, without any extra preparation, at \$3 65 a ton; and I sold several lots at \$3 75.

Question. The last was with preparation?

Answer. Yes, sir; ordinary shipping coal.

Question. When you say that you sold some in Boston for \$3 65, did that include the price of freight from Philadelphia to Boston?

Answer. No, sir.

Question. What was the coal you sold at \$3 75 a ton?

Answer. We named the price at which we would put the coal on board the vessel at Port Richmond or Philadelphia; Port Richmond is where we get it. The price I have named is the price at Port Richmond, on board of vessel.

Question. Do you know anything about the price of Repplier's coal during the last year; did you buy any of him?

Answer. I bought none of Mr. Repplier; but on two occasions I called to ask the price of their coal, but they charged me a price that did not leave me any margin for profits.

Question. What did he charge?

Answer. He charged, I think, \$2 30 for his coal at the mines, which was 30 cents more than I could get coal at which I thought was equally good; therefore I did not buy it.

Question. Where are Repplier's mines; those which he works?

Answer. At Ashland, I believe; I think so.

Question. What is the price of freight from that point to Port Richmond or Philadelphia?

Answer. I do not exactly know; I could easily ascertain, but I do not know at the present time; about \$1 35 a ton, I think.

Question. How does such coal as you sold in Boston compare in value and cost with the coal furnished to the government—Hecksher's Black Heath and Broad Mountain coal—was it of a better or of an inferior quality?

Answer. I do not think it was better than good Black Heath.

Question. Would you be able to say about what profit Tyler, Stone & Co. would be able to make on that coal at \$3 85 a ton?

Answer. If they prepared their coal as it should be prepared for generating steam, they would make but a small profit; they would make but a fair profit.

Question. What would you call a fair profit?

Answer. Certainly something more than we have been getting ourselves of late years.

Question. How much a ton?

Answer. I should think about thirty or forty cents a ton would be a fair profit; that would be about ten per cent.

By the Chairman:

Question. You sold and sent to Boston the Lehigh coal?

Answer. No, sir; I sold Carter's Greenwood. He calls it a Lehigh coal, but it comes from the Schuylkill region. He calls it Carter's Lehigh or Greenwood coal; that is the name he gives it.

Question. What is the value of that or Lehigh coal over Schuylkill coal?

Answer. Some thirty or forty cents a ton, I believe, is the usual average of the difference in price.

Question. The quality of coal you sold was of good quality, I suppose?

Answer. I thought it was.

Question. Have you not sold coal during the last season, good

quality of coal, delivered at Philadelphia on board vessels, at \$3 20 a ton?

Answer. Not Carter's lump coal. I have sold other coal for that price.

Question. What coal?

Answer. I have sold Tamaqua coal as low as \$3 20 a ton.

Question. To whom?

Answer. To a great many parties.

Question. Did you not sell it to Repplier?

Answer. I do not now recollect to have ever sold Repplier a pound; yet I might have done so—upon reflection, think we did sell him a small lot of coal.

Question. Was that a fair quality of coal you sold at that price?

Answer. It was a fair quality; yes, sir.

Question. Did that include such profits as you are now receiving for coal?

Answer. We are selling very little coal at the present time; but that price did not afford a paying profit at all. We sold our coal for almost cost.

Question. Suppose an active, intelligent dealer in coal should enter the open market in Philadelphia at any time during the spring, summer, or fall, to buy coal by the cargo or by the thousand tons, at what price could he get a good quality of Schuylkill coal for generating steam upon government steamers?

Answer. One cargo do you mean?

Question. I mean for him to go into the open market with money in hand to buy a good, fair article of Schuylkill coal, such as is used for steam purposes?

Answer. I should have charged him from \$3 60 to \$3 65 a ton.

Question. I do not ask what you would have charged him. I want to know what he could have got it at.

Answer. The difference in the quality of coal is so great, that that is a very difficult question for me to answer.

Question. You say that you sold coal for \$3 20 a ton.

Answer. That was not for steam purposes, but for family use, entirely of a different size, and costing less.

Question. What difference would there be?

Answer. We made a difference of twenty-five cents a ton.

Question. Between the quality fit for generating steam and that for family use?

Answer. Yes, sir.

By Mr. Bocock:

Question. How does the coal that you sold at \$3 20 compare in value with Black Heath and Broad Mountain coal?

Answer. I said that 25 cents a ton would be the difference between the prepared coal, and large size, for steam purposes and the other. Any extra preparation after that would be in addition to it. I cannot speak in regard to any contracts that may have been made by others.

CH. P. HAYES.

No. 67.—*Appendix to Charles P. Hayes' testimony.*PHILADELPHIA, *February* 14, 1859.

DEAR SIR: In my affidavit made before your committee on the 10th instant, I stated that I had inquired of Messrs. Repplier & Brother during the year 1858 the price of their coal, &c. Upon my return home I find I was mistaken; it was during the year 1857, and *not* in 1858 that I made the inquiries, and I beg leave to make this correction in my statement.

I am, very respectfully, your obedient servant,

CHARLES P. HAYES.

Hon. JOHN SHERMAN, *Chairman, &c.*

No. 68.—CHARLES SINNICKSON, PHILADELPHIA.

FEBRUARY 10, 1859.

CHARLES SINNICKSON, called and examined.

By Mr. Bocock:

Question. Where do you reside?

Answer. At Philadelphia.

Question. What is your business?

Answer. I am in the coal business.

Question. How long have you been engaged in the coal business?

Answer. Eighteen or twenty years.

Question. Have you been engaged in it largely or not?

Answer. Yes, sir; very largely engaged in it; up to the last year I have been managing the business of another concern.

Question. What firm is that?

Answer. Sinnickson & Glover.

Question. Are you acquainted from your own personal knowledge with the coal furnished by the agent of Tyler, Stone & Co. to the government of the United States during the last year?

Answer. The wharf I did business on joined their wharf; it was very close to it; immediately connected with it, I used to examine a good deal of the coal they were loading for the government; and I made the remark that I thought they took unusual pains with it, in the selection and throwing out of impurities that we are very apt to ship with the coal that comes down.

Question. Did you observe personally that they put extra labor and care upon it in preparing it for government use?

Answer. I did with regard to some of it; I did not see it all shipped.

Question. How often did you observe it?

Answer. I saw them load vessels frequently; I could not say how many times; I remarked at the time, to them and to others, that they were taking great pains with the coal and must get a big price for it.

Question. As you saw it delivered, what would have been the fair market price in Philadelphia, in the spring, summer, and fall, of 1858?

Answer. \$2 75 to \$2 90 would not be anything more than a reg-

ular paying business of ten per cent., I should judge; we sold coal at the same time at \$2 85.

Question. To whom?

Answer. To coal dealers in Virginia; we sent a good deal to the south; I do not remember the firms.

Question. How much coal did you sell in the spring, summer, and fall, of 1858 at \$2 85?

Answer. I am unable to say.

Question. What sort of coal was it?

Answer. That was lump coal; the size of steamboat coal; white ash; about the size of your head.

Question. Where did you obtain it?

Answer. From Schuylkill county.

Question. What particular vein was it?

Answer. The leading white ash vein; what we call the Mine Hill vein.

Question. Are you acquainted with the Black Heath and Broad Mountain coal?

Answer. Yes, sir.

Question. How did your coal compare with that?

Answer. I think our coal was as good as the Black Heath.

Question. Was it better?

Answer. No, sir; I do not think it was selected quite as well.

Question. Did you put as much labor upon it as Tyler, Stone & Co. put upon the coal furnished to the government?

Answer. We did not put so much labor upon it.

Question. How much would you assume as the value of the labor per ton put upon coal to prepare it in the way they prepared it?

Answer. What I saw them preparing, over and above the expenses of shipping it, I think 20 cents per ton would not any more than cover it.

Question. Does not the railroad company allow 5 per cent. drawback upon the coal brought down the Reading railroad?

Answer. Yes, sir; 5 per cent. deduction from their freight.

Question. What is that for?

Answer. It was originally intended to cover the loss of weight and the dirt. That was the original idea, many years ago. The idea was that the coal would chafe and be ground into dirt some.

Question. Is there a loss of coal upon the railroad, over and above that?

Answer. Yes, sir; it never holds out in weight.

Question. Is the loss as much as 5 per cent?

Answer. No, sir; not counting the dust taken from it. The actual loss of weight is about 1 to 2 per cent.; and then 4 to 5 per cent. of dirt is taken from it upon the average, besides that.

Question. What was the price of Hecksher's coal in 1858?

Answer. I went out to buy coal several times, and Repplier offered it at \$3 75. In midsummer he would sell for \$3 65. That was less than his price, but the market was dull and he was anxious to sell it.

Question. Did you buy of him?

Answer. No, sir.

Question. Why did you not buy of him?

Answer. He told me his price, and the party said they could get it cheaper than that.

Question. Do you know Mr. Nevin?

Answer. Yes, sir.

Question. Do you know whether he was an applicant for the coal agency?

Answer. I do not.

Question. Do you know when he commenced business in Philadelphia, as coal dealer?

Answer. He has been, directly or indirectly, engaged in the trade for a number of years. He has been out of it. He began the new concern he is now with, I think, late in the summer or in the beginning of the fall—in August or September, I think. I know it was late in the season.

Question. What is the character of the firm? Is it a strong firm?

Answer. It is a new firm which we do not know much about. His partner was engaged in the retail business in Boston. I do not know anything about the strength of the firm.

By the Chairman:

Question. Was the coal you sold at \$3 85 Schuylkill or Lehigh coal?

Answer. Schuylkill, brought from Tamaqua.

Question. Was \$3 85 a fair price for that coal?

Answer. At the time we sold it it was.

Question. When was that?

Answer. At the opening of the trade, in the months of April and May. Then it fell to \$3 75, \$3 65, and we sold some as low as \$3 45.

Question. Was that sold in small or large quantities?

Answer. We sell the coal in quantities varying from a cargo to two and three thousand tons. We do not sell such large amounts as we used to sell.

Question. For what could a good coal agent of experience have bought good coal for the use of the government, in quantities such as they might want, with the money, during the summer and fall of the last year, delivered on shipboard?

Answer. I cannot answer that. If it were a question what we would have sold coal for, I could answer it.

Question. What could the government have bought it for in open market?

Answer. I cannot tell, for it is worth considerably more to sell to the government than to individuals. I can only say what we should have been willing to sell for.

Question. Do you pretend to say that you sell higher than others?

Answer. No, sir; the agent would have had to go into the open market to obtain the coal. I suppose the price would be all the way from \$3 40 to \$3 80. It depends altogether upon the quality of the coal and the manner it is shipped. There is a considerable difference in the quality of coal. You can buy it at any time at twenty or thirty cents difference.

Question. What veins of coal did Tyler, Stone & Co. use?

Answer. I noticed that they got coal from quite a number of indi-

viduals. I could see from the reports on the Reading railroad books whom they got it from. They got a good deal from Charles Hecksher & Co.

Question. From how many miners do you suppose they get coal?

Answer. They bought a good deal of coal besides that sold to the government, red ash and grey ash coals, which the government did not take. I should suppose their leading coals were, pretty much, the Tamaqua and Hecksher's, but they bought of half a dozen large white ash miners.

Question. Did you sell any coal as low as \$3 20 last summer?

Answer. No, sir; no lump coal. I do not think we sold any lump coal under \$3 40 or \$3 45. We sold another description of coal as low as \$2 50—chestnut size.

Question. Do you know anything about the Black Heath and Broad Mountain coals?

Answer. We have mined them both.

Question. From your knowledge of the price at the mountains, and the cost of transportation down to Philadelphia, the cost of carrying on board ship, and the cost of the extra labor of preparing it as you saw it prepared, for such coal as you saw Tyler, Stone & Co. deliver to the government, what profit could have been made last year at \$2 85?

Answer. Not over eight or ten per cent.

Question. In fixing the price at \$3 75 you allow the vender ten per cent. profit.

Answer. The dealer would get about ten per cent. profit.

By Mr. Ready:

Question. What is considered a fair profit on coal?

Answer. We consider that we ought to make in the general run of business twenty-five to thirty cents a ton. It is a very heavy article to handle, and I guess it is less profit than any business of that nature that is carried on. You cannot stow away a large amount of coal, it takes up so much room.

FEBRUARY 11, 1859.

CHARLES SINNICKSON recalled.

By Mr. Boccock:

Question. How extensively have you been engaged in the coal business?

Answer. At one time I was one of the largest miners and dealers in coal. I have mined from 80,000 to 100,000 tons in a year.

Question. Can you give me the average difference of the price of coal in 1857 and 1858?

Answer. As near as I can remember, between 20 and 40 cents.

Question. Was it more than 40 cents?

Answer. No, sir, I do not think it was; I think it was somewhere between 20 and 40 cents.

CHAS. SINNICKSON.

No. 73.—EUGENE BORDA, WOODSIDE, PENNSYLVANIA.

FEBRUARY 12, 1859.

EUGENE BORDA called and examined.

By Mr. Bocock:

Question. Where do you live?

Answer. At Woodside, Schuylkill county, Pennsylvania.

Question. What business are you engaged in?

Answer. The coal business.

Question. What branch of the coal business?

Answer. Miner and seller.

Question. To what firm do you belong?

Answer. To the firm of Hecksher & Co.

Question. Are you a partner in that firm or a manager?

Answer. I have been a manager and partner since 1852.

Question. Are you familiar with all their operations?

Answer. Yes, sir.

Question. What sort of coal do you mine?

Answer. We mine different varieties of coal in Schuylkill county: red ash and white ash. We have different operations.

Question. Are you acquainted with the coal that has been purchased by Tyler, Stone & Co. for Mr. Hunter, the coal agent?

Answer. Yes, sir, I sold that; a good deal of it.

Question. What sort of coal was it?

Answer. It was the white ash coal, such as is used for steam purposes. We do a very large business. We have had that trade a great many years to supply coal for steamers. We furnish a particular kind of coal from a particular mine.

Question. Were they particular in their coal?

Answer. Yes, sir; while they dealt with us, they bought a good deal of coal for different purposes. They generally stated when it was an order of the government, and they urged me to be very particular.

Question. What is the name of the coal you furnished?

Answer. The Black-heath coal.

Question. What did such coal as that sell for at the mines in June, July, August, and September, 1858?

Answer. \$1 80. It was not a regular price; we did not make a contract for the year. We sold it subject to the market price. They would buy for a month, or 3,000 or 4,000 tons at a time. Some of it they bought for other purposes, and some of it they bought for the government.

Question. Was it sometimes above and sometimes below \$1 80.

Answer. It did not vary materially in 1858, because the trade did not alter much; it did in 1857. I sold them a little higher in 1857 until the panic came, when the prices came down as the demand for coal decreased. The prices came down to \$1 80.

Question. What does it cost to carry the coal from the mines to the docks in Philadelphia?

Answer. The charge last year from Schuylkill Haven by Reading railroad was \$1 25. It was 20 cents more in 1857.

Question. Was \$1 80 the general price of that coal in 1858?

Answer. No, sir; for that particular coal, \$1 80 was lower than we would sell it to other parties. We had an understanding with the firm to give it to them as low as we could. Our object was to introduce the coal into the navy.

Question. What was the general price of such coal at your mines in 1858?

Answer. We sold such coal for from \$1 90 to \$2 25.

Question. Was \$1 80 the lowest price charged to Tyler, Stone & Co.?

Answer. For about six weeks at one time last year, when the trade was very dull, we made an allowance of five cents per ton; and then the trade became better and we went up again to \$1 80. The price was subject to the rise in the market, and we meant to charge them whatever the rise was. We did not always know when the coal was for government purposes. Sometimes, when vessels were chartered to carry the coal to different points for the use of the government, it was wanted very quick. We had also a very large trade of steamboat coal; but we had agreed, in case it was necessary that the government coal should be delivered very quick, to drop our own trade and load the vessel. Sometimes they would require 500 or 600 tons in a day. At other times there would be two or three weeks when they did not order any.

Question. Did you sell any of this coal to them for more than \$1 80?

Answer. No, sir; not for steam coal. I sold them other coal, but not the steamboat coal.

Question. What is the cost of shipping, removing from the cars to the vessel, in Philadelphia?

Answer. Twelve or fifteen cents. It depends very much upon the coal. If the boat is there and the coal can be dumped directly from the cars, it costs very little. If it is to be unloaded from the car, that would cost fifteen cents. We have trimmed cargoes of coal ourselves for particular purposes, sometimes, where it was to be sent to the Pacific, for instance, when the freight would be very great, when it would cost twenty to twenty-five cents to trim it.

Question. Did they complain to you that the coal required trimming?

Answer. Sometimes they would wish me to be very particular in regard to the coal. At other times they would say it was in very fine order, and wish me to continue to send it so. I had a letter from them almost every day.

Question. Did they trim your coal? Did they rehandle it in Philadelphia?

Answer. I was rarely in Philadelphia last year, so that I do not know personally. They said that they did.

Question. What would it be worth to trim it?

Answer. It would depend upon the amount of trimming. That size of coal is very difficult to handle with a shovel, so that it costs more to trim it than smaller sizes. It would cost twenty to twenty-five cents. Sometimes they would get some of their coal at our wharf

to be shipped, and it would be trimmed there. We charged them with the expense of trimming, but what that was I cannot remember.

Question. What did you charge for the Black Heath steamer coal, delivered at Philadelphia, and trimmed so as to be suitable for steamer purposes?

Answer. It would be from \$1 90 to \$2 25 at the mines; the freight would be \$1 35; the trimming would be 15 cents at the lowest. The coal that netted us \$2 25 at the mines did not need trimming. It amounted to from \$3 40 to \$3 65.

Question. Did you sell to Tyler, Stone & Co. lower, in consequence of taking a large quantity besides the government coal?

Answer. No, sir; they were sometimes compelled to take other coal besides the steamboat coal, when trade was dull, because we had no means to sell one size without the other sizes. It was the understanding that they would help us, on account of their getting so much coal of a particular size, in disposing of the other sizes.

Question. If they had not taken the smaller sizes of coal, could you have afforded to sell the other coal at a lower price?

Answer. I could not have afforded it for the whole year at a less rate. It was about the cost price. It was a little below the cost price.

Question. Did you sell that kind of coal to any body else as low as you did to Tyler, Stone & Co.?

Answer. We did not sell any lower. We sold some at the same price.

Question. How much?

Answer. I do not believe it would amount to more than 400 or 500 tons during the whole year. I sold some upon the line of the Schuylkill to iron manufacturers, furnaces, rolling mills, &c., to make up their supplies. In one or two instances we sold as low as \$1 80; it was only as a matter of accommodation.

Question. Did you sell for any other purposes large quantities of that same coal last year?

Answer. We sold to steam companies large quantities; that is our largest trade; we supply a good many steamship lines.

Question. Did you get in all those cases a higher price than Tyler, Stone & Co.?

Answer. Yes, sir, all that I know of have been higher.

Question. Would you have contracted in the months of May or June to furnish during the year at \$1 80?

Answer. I would now, knowing what the prices were during the year, but I would not then; but if I had been applied to then to take the risk for the year I would not. There are a great many things in the coal trade which may affect the price; the freight upon the railroad may rise, the miners may want more wages.

Question. From your knowledge of the cost of transportation and preparing this coal, could you have sold it to any firm in Philadelphia, to enable them to make a profit, at \$3 25?

Answer. No, sir.

Question. Could you at \$3 30?

Answer. No, sir.

Question. Could you at \$3 35?

Answer. We might, if we had sold at the same price that we sold to Tyler, Stone & Co. for, it would have left them five cents for profit; but I do not know of any one who would do the business for five cents. No one could have contracted for that, because they could only have got it for one month at that rate, and could not have been sure to get it for the whole year as low as that, or anything like it. It might turn out that there would be no alteration in freights, and no rise in wages; but I thought last spring that there would be.

By the Chairman:

Question. You say that the freight would be \$1 35; how much of that is allowed as drawback?

Answer. If it is to go to New York, there is a drawback of twenty cents; but if it is loaded at Philadelphia to go south or east, there is no drawback.

Question. What is the five per cent. allowance?

Answer. It is the allowance made by the railroad for waste. We include that in the shipping expenses.

Question. How do you ascertain the weight?

Answer. Upon the railroad scale at the mine. We have lateral railroads, and the coal is weighed upon scales at the termination of those lateral roads, where they meet the Reading railroad. That is called the gross weight. Five per cent. being taken off, that leaves the net weight. We get paid only for the net weight.

Question. If the coal is dumped there is no further expense than you have already stated?

Answer. That dumping costs something. The general rule in selling coal at Richmond is to take fifteen cents for the shipping expenses. If you dump upon the vessel, it costs less; if you dump upon the wharf, it costs more. This is taken from the shipping expenses. Sometimes it will cover the loss, and sometimes it will not. It depends upon whether vessels are scarce or not.

Question. The net cost, then, to the dealer at the mine is \$1 80 for the last year; the freight is \$1 35, with drawback for waste; and the shipping expenses are fifteen cents. Is there any other outlay?

Answer. None that I know of, unless it requires extra trimming. The coal that we furnished had extra trimming at the mine at their own request.

Question. Was that paid for extra?

Answer. No, sir; that is included in the \$1 80.

By Mr. Boccock:

Question. In making this calculation of the cost of this coal to Tyler, Stone & Co. is it fair to allow \$1 35 or \$1 30 for freight?

Answer. One dollar and thirty-five cents is the freight. The five per cent. is allowed to cover the waste.

Question. Does that come out of them or out of you?

Answer. They do not get the clear benefit of it, because there is a waste of something like two per cent. in the transportation, even if it is the cleanest kind of coal. If it is not the cleanest, there would be more waste. Dumping will make dirt. Every time you handle coal there will be a waste.

By Mr. Ritchie:

Question. Do they pay you for the gross weight or the net weight?

Answer. They pay only for the net weight. For instance, we send 100 tons, as weighed by the scales; they paid freight upon 95 tons, and they paid us for 95 tons.

Question. If dumped and trimmed at the wharf there will be a large quantity of coal which is refuse?

Answer. That depends upon the care with which it is trimmed, and the state of the coal as it comes down; and what would be considered well trimmed coal by one would be considered badly trimmed by another. Some people object to the look of a piece with a "string" in it; they want it all "clear coal."

Question. Will this refuse coal bring as large a price as the other when sold for other purposes?

Answer. It does not bring any price at all if there are large pieces of bone, slate, stone, in it. It must be hauled away at a cost. The waste coal is screened and the screenings are sold to manufacturing establishments at a price of about \$1 a ton in Philadelphia.

Question. You have sold some of your coal at \$2 25; under what circumstances was that?

Answer. It was when we made a sale taking the risk of the freight, to deliver at a certain point; and when the time came for delivery, the freight was very low, so that we made a good bargain of it.

Question. Did you agree in any case with any parties, to deliver coal at Philadelphia, on board vessel, well trimmed, taking upon yourselves the responsibility of all loss in trimming and dumping it, so as to have it in a suitable condition to put on board steamers?

Answer. Yes, sir.

Question. What did you charge for coal when you took that risk and responsibility?

Answer. I remember a sale at \$3 65; but it was not a long sale. We knew what the freights would be. It was a certain quantity of coal to be delivered as soon as we pleased, in a condition for steamer purposes. That is one sale I recollect.

Question. What part of the year was that?

Answer. In June and July, so far as I can recollect.

E. BORDA.

No. 75.—TESTIMONY OF BENJAMIN H. SPRINGER, OF PHILADELPHIA.

FEBRUARY 12, 1859.

BENJAMIN H. SPRINGER called and examined.

By Mr. Bocock:

Question. Where do you reside?

Answer. In Philadelphia, sir.

Question. Are you in the coal business at the present time?

Answer. For the past year I have done very little at it. I have been in the coal business for more than twenty-nine years, and may consider myself in it now, although for the last year I have done but little.

Question. Have you ever filled any official position while you were connected with the coal business?

Answer. I was formerly agent of the navy department for furnishing coal. I was the first agent appointed.

Question. By whom were you appointed?

Answer. By Mr. Graham, Secretary of the Navy at that time, under President Fillmore's administration. I may premise by saying that I was urged by the coal trade in general to solicit the appointment.

Question. I want to hear your opinion on the propriety of a coal agency, when well managed; I want you to state what advantages there are to the government in having an agency, or whether it could be dispensed with, &c.

Answer. So far back as 1845 or 1846, I am not positive which, the coal trade in Philadelphia, seeing the manner in which the government was supplied, felt desirous of introducing a better article, for their own interest of course, as well as for the interest of the government. They urged me to visit Washington and try to get it introduced into the navy. I think this was during Secretary Mason's first term, under President Polk. I complied with their request and visited Washington each session without accomplishing anything until the long session—I do not remember which Congress—which terminated in 1850. I was informrd by Mr. Graham that if we could succeed in getting the law altered which gave it to the lowest bidder, he would appoint an agent. We did succeed, and I was appointed in January, 1851. Prior to that, the government was supplied in a very bad way, and I think injuriously to its interest. I think they got a much better article and at a lower rate, during the agency than before. I consider it an all important thing; I consider a coal agency properly conducted is one of the most important stations belonging to the navy department. The properties of coal are so various that a person who is not thoroughly acquainted with it may purchase a bad article and endanger the ship and all on board. The received opinion of persons not acquainted with the subject is that all coals are alike; but there is as much difference between different coals as there is between the best hickory and the worst pine wood. The government has bought coal, to my knowledge—not under agencies, but prior to them—which was condemned. I was removed 1853. Mr. Dobbin was then Secretary of the Navy, and for a time he tried the navy agents; but they sent such coal as could not be used. Mr. Dobbin told me himself that on some of it they had a survey, and it was condemned and sold for either a dollar and a quarter or a dollar and a half per ton. I was familiar with the fact myself. I must say that I consider a coal agency indispensable for the navy department.

Question. What is the proper business of the coal agent?

Answer. When I was in the agency I can inform you what I considered the business. I was required, when I was first appointed, to abandon all other business, and devote my whole time to the agency. The duty of the agent is to select the coal, purchase it, and superintend the shipping of it; to do which it would require the closest attention of two or three persons. 'Indeed, while I was agent that was the course I pursued.

Question. Did you have an assistant to aid you in the discharge of your duty?

Answer. My son assisted me; he was constantly there while the vessel was loading. He was practically acquainted with the properties of coal.

Question. Who succeeded you?

Answer. Mr. Tyson. Prior to his appointment there was no coal agent, but Mr. Dobbin thought he would try the navy agents. I advised him strongly against it, and that he should leave it to the bureaus. I gave him my advice; there was the best feeling existing between Mr. Dobbin and myself, but the section of country that produced bituminous coal was opposed to me, and I was removed. He appointed the navy agents, and after that he appointed Mr. Tyson.

Question. You have already told how the matter was managed by the navy agents; you think very unsuccessfully?

Answer. It was very unsatisfactory. A part at least of the coal was not fit for the service.

Question. While Mr. Tyson held the coal agency do you know whether he had a partner or assistant in the business.

Answer. Not of my own knowledge; I heard that he had. Mr. Tyson was not, when appointed, acquainted with the coal business. He resided in Reading, and the coal business was done in Philadelphia. While I had the agency I did the business between Philadelphia and the mines; that is, I selected the coal at the mines and the dealers in Philadelphia to purchase it from, and I superintended the shipping, took up vessels, &c.

Question. Do you say that your arrangement was with dealers to furnish you with coal?

Answer. Yes, sir; I occasionally bought at the mines when the place for which the coal was destined could be reached by canal barque without being transhipped.

Question. Why was that preferable to having an arrangement with miners.

Answer. Simply because they are an intermediate class. If you make purchases at the mines, then you have to employ persons to transport it to the shipping ports, and you must engage a wharf. I could procure it on better terms direct from the dealer, who would supply me with the article; and then I examined how it was put on board. It was my province to watch the man that I bought it of and see that he gave me proper coal, which was thoroughly cleaned, and that I got good weight. I trusted no man, but superintended the transhipment of it at Philadelphia myself. As I observed, I arranged with the dealer and fixed the prices, and he was bound to put it on board—that is, to pay the expenses of putting it on board the vessel. I superintended the procuring of the vessels, and saw it put on board, and saw that it went on board of the proper size, clean, and good weight.

Question. In purchasing of a dealer in preference to purchasing at the mines, did you not lose to the government the profits of the

dealer; he had to purchase it at the mines, and had to have his profits?

Answer. He must have some profits, of course; but the government could not well purchase the coal at the mines without renting a wharf and employing supernumerary agents; and the profits which the dealers charged could not be sufficient to make it an object of any moment, and I think not equal to the extra charge the government would have to pay.

Question. If the government purchased directly at the mines, would it not involve the necessity of the government's purchasing coal not suitable for steamer purposes, and which they would have to get rid of afterwards?

Answer. No, sir. I purchased at the mines—that is, I selected the coal at the mines. The miners have parties in Philadelphia, either partners or agents, to receive their coal and ship it; and it was from those parties at Philadelphia that I received it. Having first agreed with them for a particular kind of coal that was to come on, if they failed to furnish that kind of coal I rejected it. I have done so, rejecting it because it was not according to what I had purchased.

Question. What would you consider a fair profit for the dealer to make?

Answer. It would be a difficult matter to determine.

Question. What per cent.?

Answer. We do not go by percentage; it depends pretty much upon the season and demand. I could not fix any particular amount. I have been a dealer myself for a long time; the profits are not generally very large on coal; it depends something upon the quantity that is purchased. I do not suppose the dealers average more than 25 or 30 cents profit, or it may be 40, on a ton; that is, as a general thing. There may be times when they make more. I was a long time in the business; and, in fact, until I became the agent of the government, I was a vender of coal in Philadelphia. Some coals I was in the habit of getting higher prices for than almost any man in the market.

Question. Perhaps that was because you had the best article?

Answer. Yes, sir. I mined it myself, and was particularly careful in selecting it in proper order: and, therefore, I had the preference in the market for that particular coal.

Question. Do you say that, in order to discharge the duties of a coal agent properly, it is necessary to have a man at Reading and another at Philadelphia?

Answer. No, sir. Reading is not in the coal region, and few, if any, in Reading have any practical knowledge of coal.

Question. Well, in the coal region then?

Answer. Reading is entirely out of the coal region. Reading is in Berks county, and upwards of thirty miles from the boundary of the coal region, which is in Schuylkill.

Question. Is it necessary to have some man at the mines, and some man also at Philadelphia?

Answer. No, sir. A person who is familiar with the coal trade, a

practical man, knows the veins which are most suitable for his purpose, and, therefore, it is not necessary to have an agent at the mines. He purchases a particular kind, and it is sent to the agent of the miner. Either the miner has his partner, or he has a consignee; he sends the coal to him, and the agent or partner receives it. I have bought coal directly at the mines.

Question. What do you consider the best veins of coal for steamer purposes?

Answer. There are several about the centre of the coal basin. We do not go by names, sir. Every man gives a name to his own coal to suit himself. I have frequently known the names of the best veins applied to very inferior coal. I consider the middle of the field as the best, for steam purposes particularly, because it is of a medium hardness. For instance, the eastern terminus of the coal basin at Lehigh or Maunch Chunk is too hard for steam purposes, because it requires a greater draught for steam purposes than our ships can give it. That has a decided preference for smelting iron, where they have heavy bellows for making a draught. At the eastern terminus the coal is very hard, and it becomes softer as it goes west, until the same vein terminates in the bituminous coal. It at first becomes semi-bituminous, and afterwards changes entirely to bituminous. The medium hardness is best for steam purposes, and it therefore requires a good judge to determine the kind necessary for it. I consider the appointment of an agent as of vital importance to the Navy Department; they generally got bad coal previously.

Question. How was your compensation fixed?

Answer. At five per cent.

Question. Upon what?

Answer. Upon the price of coal and freight. I took up all vessels and superintended them.

Question. Upon what freight? The freight from the mines?

Answer. I had nothing for the inland freight. The coal was purchased deliverable on board the vessel at Philadelphia. Upon that which was produced for the naval asylum and for the navy yard, at Philadelphia, my commission was upon the mere cost of the coal.

Question. Suppose that you freighted a vessel to take coal from Philadelphia to Boston; did you have commission upon that freight?

Answer. Yes, sir.

Question. Or from Philadelphia to Pensacola?

Answer. Anywhere. I was required to procure a vessel and see the coal on board, and had my commission on the freight.

Question. Suppose that you freighted a vessel with coal for a foreign station?

Answer. It was the same thing; I charged commission upon that.

Question. And was it allowed you?

Answer. Yes, sir.

Question. How much coal upon the average did you purchase during the year?

Answer. I do not recollect exactly. I have minutes of it, but I

have not brought them with me. It was a small amount compared with the present.

Question. Then what was the amount of your compensation?

Answer. I could not even tell that. I was anticipating a better one when they removed me. My great object was, and that of the coal trade also, to introduce the coal into the foreign stations, and to the notice of foreign governments. The compensation was considered a small matter. France alone takes 1,500,000 tons from England, or did two years ago, and probably takes more now. The trade urged me, as I was acquainted in Washington, to get the appointment with a view to that more than anything else. It would have amounted to something here; but just as it was becoming a little profitable I was removed.

Question. Are you able to inform the committee what was a fair market price in the summer and fall of 1858, of coal suitable for use upon the government steamers, delivered on board vessel at Philadelphia?

Answer. I am unable to answer that. For the last year I have not been in business; I have been sick a great part of the time.

Question. What was the price when you were coal agent?

Answer. I cannot recollect. I think it varied probably from \$3 50 to \$5 per ton. It is an article that varies according to the demand. Coal has been at a higher price than it was the last two years, when the stoppage of the foundries and manufactories cut it down. The average increase, until within the last two years, was about 12½ per cent. For the last two years it has been falling off.

By the Chairman:

Question. State as near as you can the amount of your annual compensation during the two years you served as coal agent. Was it over or under \$2,000?

Answer. It was under \$2,000.

Question. What, in your judgment, would be a fair and reasonable compensation for an inspector of coal in Philadelphia, who would be required to examine the coal and see that it complied with the contracts?

Answer. It would be a very difficult thing to fix, sir.

Question. You know what the services are. What would be a fair compensation for the services, I do not refer to per centage?

Answer. It would require a number of persons to attend to it. One person could not attend to it to give it the attention it requires. For instance, sometimes there will be two or three vessels loading at once at different ports. When I first had it, it could have been done much better, when the different vessels would be loaded near each other. One coal inspector could not attend to the whole; but if the coal were to be procured on contract, it might be still worse. I consider it necessary that one person should have the purchasing of the coal, procuring of the vessel, and putting the coal on board, for this reason. The inspector would be eternally in conflict with the whole coal trade.

Question. What would be a fair compensation for the coal dealer

or coal inspector, for performing the duties, so far as he could, of a coal dealer or inspector at Philadelphia?

Answer. It would be a very difficult matter to decide. I offered to Mr. Dobbin to do it for one half that which was paid.

Question. Would a compensation of \$2,000 a year be sufficient?

Answer. I do not think it would.

Question. Would \$3,000 be sufficient?

Answer. Hardly; because he must necessarily employ three or four persons. He must have an office; he must have a clerk and two or three others to assist him. You can estimate that as well as I can.

By Mr. Ritchie:

Question. Do you suppose that \$4,000 would cover everything?

Answer. It might, possibly; that you must judge of. I should think \$5,000 a very small compensation for the labor to be performed, and the expenses attendant.

Question. Should the coal agent reside at Philadelphia?

Answer. Yes, sir.

Question. He should be a practical man?

Answer. Yes, sir, or he does more injury than good.

By Mr. Grosbeck:

Question. You think \$5,000 would be a small compensation?

Answer. Yes, sir, for a large business of this kind, as a large portion of that sum would be required for assistants.

Question. How large a business do you suppose it to be?

Answer. Well, I do not know—30,000 or 40,000 tons, I should suppose.

Question. Your estimate of the amount of salary and of labor is based upon that?

Answer. Yes, sir. I do not suppose that, the present year, the amount of coal will be as great as last year; because large quantities were required for the Paraguay expedition, and for foreign depots. This is mere conjecture; but I suppose that large amounts have been sent out during the past year, and that is the reason of my estimating the average at 30,000 or 40,000 tons. They have probably sent out amounts large enough to last for a number of years. I think it would be better to allow the coal agent a percentage than a salary; and when the amount purchased is very large, the percentage can be reduced.

Question. Should you think there would be a very material difference between the present year and the last?

Answer. I should suppose there would be, from the fact that we always ought to have a large amount of coal in depot, so that we should not be compelled to send for it at times when we should have to pay extraordinary freights. Besides, it takes a long time to get the coal there when it is wanted. I should judge that the depots were very well filled, or else they would not require so much as I have stated.

Question. What reason can you give why you think a percentage would be better than a salary for the coal agent?

Answer. In my experience I have found that persons upon a salary

were more apt to neglect their duties than if paid according to the amount they have to do.

FEBRUARY 14, 1859.

BENJAMIN H. SPRINGER recalled.

By the Chairman:

Question. Have you any explanation which you desire to make in reference to the testimony you have given before this committee?

Answer. When I was examined on Saturday, the question was put to me whether my compensation as coal agent had ever amounted to \$2,000 a year. I answered in the negative; I feel it due to myself to say that I was in error there. I have received more than that, but it was under different circumstances. In 1853 I did receive more, but it was in consequence of a commission which I received in part for inspecting coal shipped by Howland & Aspinwall.

By Mr. Bocock:

Question. Will you explain to the committee about that arrangement with Howland & Aspinwall; I mean in regard to their agency?

Answer. I am perfectly familiar with the commencement of that matter; how it terminated I cannot say. In 1852, I then being coal agent, Mr. Graham appointed Howland & Aspinwall, at the instigation of Commodore Perry, the especial agents for furnishing the Japan squadron with coal. Rumor said that it was all to go from England; and in fact it was said that orders had gone out for the purchase to be made. The delegation from Pennsylvania remonstrated, in a memorial to the Secretary of the Navy, against this being done. However, they were commissioned in April, 1852, to buy this coal; they were to furnish all the coal required for that expedition, and to receive 10 per cent. on the gross amount of the charges, including insurance and freight. A clause was inserted in that agreement that, for any coals shipped from the United States, there should be retained out of this 10 per cent. the usual commission for the agent here. A further point in the agreement was that the coal was to undergo inspection by the commandant of the squadron, or some one under his authority, and they were not to receive any compensation until the return of that inspection had been made. But two or three cargoes were shipped when I was named as the agent to inspect the coal, and upon my certificate of inspection, Howland & Aspinwall received their money here. These are the principal facts of the case. I will say that I received a part only of my commission on this coal, which that year made my entire compensation exceed \$2,000; but the great bulk of my commission on that coal was withheld.

Question. Did you ever assert that claim before any court?

Answer. I was before the Court of Claims here, and they adjudged it against me. But then you all know what a decision of the Court of Claims amounts to. My counsel informed me that Mr. Blair admitted that if I had ever shipped any coal to foreign ports before that time, I should have received this commission claimed by me, and that fact was proved by me.

Question. How much did the commissions of Howland & Aspinwall amount to?

Answer. I do not know what particular sum they received; but they received at the rate of ten per cent. on all the costs and charges of this coal.

Question. Did they receive ten per cent. upon the original cost of the coal, the lighterage, freight, and insurance?

Answer. Yes, sir; upon all expenses that might accrue. Their commissions must have been very heavy if they insured, for a person insuring the freight and cargo may insure it for what amount he pleases. I know that I offered to Mr. Graham to do it for $2\frac{1}{2}$ per cent., but my offer was not accepted. Another arrangement was made with Howland & Aspinwall, in 1853, for 6 per cent.; that was after I was removed. And, by the way, according to the clause which gave them commissions upon "all expenses that might ensue," which clause I remember perfectly, they might have charged, according to their contract, a commission on the demurrage, if there was any; I do not know whether there was any or not; but, under some circumstances, the demurrage is pretty heavy. I recollect that during the Mexican war the demurrage upon the coal sent out there amounted, in some cases, to much more than the freight, and even the value of the vessel, too. Messrs. Howland & Aspinwall shipped during their agency, including anthracite and bituminous, nearly 35,000 tons.

B. H. SPRINGER.

No. 80.—WILLIAM W. PEIRCE, BOSTON.

FEBRUARY 14, 1859.

WILLIAM W. PEIRCE called and examined.

By Mr. Bocock:

Question. What is your official position?

Answer. Naval storekeeper in the Boston yard.

Question. By whom were you appointed?

Answer. Secretary Toucey.

Question. What have you to do with the coal received at that yard, in your capacity of naval storekeeper.

Answer. I have the custody of it; I attend also to the receipt of it.

Question. Do you receive a bill of lading when the coal is sent there, and do you inspect it?

Answer. I do.

Question. Do you weigh the coal to see whether it corresponds?

Answer. Always.

Question. By whom has the coal been shipped this last year?

Answer. The anthracite coal has been shipped by Tyler, Stone & Co., of Philadelphia.

Question. How did the weights correspond with the bill of lading?

Answer. Of the whole quantity there were only two which fell short of the bill rendered, and some of them over ran. Those two

which were deficient in quantity had a deduction upon the bill of freight, so that the government only paid for what they received.

Question. How did the weight of the coal average on the whole?

Answer. The average was correct.

Question. What is the quality of the coal?

Answer. Very good; it is said by engineers to be superior to that received in former years.

Question. Was it received in good condition?

Answer. In a very good condition.

Question. Are you a judge of coal yourself?

Answer. No, sir; not so as to be deemed an expert.

Question. Do you know anything about the amount of freight paid upon this coal; whether it was reasonably low, or too high?

Answer. I know by comparison with coal dealers in Charlestown that the same price was paid by them at the same time. Freights were very low there.

Question. Under the system that you pursue, would it have been possible for those that sent you this coal to defraud the government?

Answer. No, sir; not in the weight of the coal. We were very particular about that. We had the scales tested by the maker; and the weights were examined by ourselves in person, and also by the person who brought the coal.

Question. Does it undergo inspection at your yard?

Answer. No, sir; it is certified to by the coal agent. In former years, when there has been a difficulty, the commandant has ordered a survey; not upon any received from Mr. Tyler, however. That was two or three years ago.

By Mr. Ritchie:

Question. When was the last inventory taken at your store?

Answer. Not since 1850, I think. I do not remember exactly.

Question. What is the reason that no inventory has been taken since then?

Answer. There used to be a custom to have an annual survey; but it has been done away with. I know that in 1844 there was an inventory taken, and I was myself appointed to the survey.

Question. Is that any reason why there should not be a survey?

Answer. No, sir; except that it would occupy a great deal of time. It would take seven or eight months to take an account of the stores there, without going into the timber, and perhaps the hemp. It would be a very great work to take account of the timber.

Question. What number of hands would be required to do it in that time?

Answer. We had about twelve men employed in weighing, and one person to take the account. I judge we should require as many, from having had some experience in it myself.

Question. Is there any mode of ascertaining the number and value of the articles?

Answer. Our books show that. We have everything enumerated upon our books.

Question. Is there any account taken of articles returned by vessels upon their return from a cruise?

Answer. Yes, sir; they are surveyed and entered just the same as if they came from the contractors.

By Mr. Bocock:

Question. Do you give your personal attention to the duties of the office?

Answer. Yes, sir; constantly.

Question. What force have you in your office?

Answer. Two clerks and a waiter.

Question. Do you find so much force necessary?

Answer. I do, sir. There is one point I should mention. We manufacture in our yard the cordage for all the yards, which makes a great deal of clerical labor in keeping the accounts.

Question. Does it increase very much the duties of your office?

Answer. Yes, sir; very much.

WM. W. PEIRCE.

INDEX TO PART I.

COAL AGENCY.

	Page.
John Lenthall	3
Charles H. Hunter.....	49
Lawrence Getz	61
John F. Smith	66
C. Nichols Beach	72
John G. Repplier	89
George P. Nevin.....	96
W. W. W. Wood, United States navy.....	102
George F. Tyler	104
Diller Luther	112
Charles P. Hayes	117
Charles Sinnickson.....	120
Eugene Borda.....	124
Benjamin H. Springer	128
William W. Pierce.....	136

INDEX TO PART I

1	Introduction
2	Chapter I. The History of the United States
3	Chapter II. The Constitution of the United States
4	Chapter III. The Federal Government
5	Chapter IV. The State Governments
6	Chapter V. The Local Governments
7	Chapter VI. The Judiciary
8	Chapter VII. The Executive
9	Chapter VIII. The Legislative
10	Chapter IX. The Finance
11	Chapter X. The Education
12	Chapter XI. The Religion
13	Chapter XII. The Arts and Sciences
14	Chapter XIII. The Literature
15	Chapter XIV. The Music
16	Chapter XV. The Drama
17	Chapter XVI. The Painting
18	Chapter XVII. The Sculpture
19	Chapter XVIII. The Architecture
20	Chapter XIX. The Gardening
21	Chapter XX. The Agriculture
22	Chapter XXI. The Commerce
23	Chapter XXII. The Industry
24	Chapter XXIII. The Transportation
25	Chapter XXIV. The Communication
26	Chapter XXV. The Public Health
27	Chapter XXVI. The Social Reform
28	Chapter XXVII. The Foreign Relations
29	Chapter XXVIII. The International Law
30	Chapter XXIX. The International Commerce
31	Chapter XXX. The International Relations

PART II.

TESTIMONY

IN RELATION TO

CONTRACTS FOR FURNISHING LIVE-OAK

FOR THE

NAVAL SERVICE OF THE UNITED STATES.

PART II

TESTIMONY

OF

CONTRACTS FOR FURNISHING FIRE-ARMS

AND

NAVY SERVICE OF THE UNITED STATES

1

CONTRACTS FOR LIVE-OAK.

No. 35.—GEORGE PLITT, PHILADELPHIA.

FEBRUARY 4, 1859.

GEORGE PLITT called and examined.

By the Chairman:

Question. Did you take an active part in the election of 1856?

Answer. Tolerably so; as active as I could.

Question. What were your terms of intimacy with the President?

Answer. They were quite intimate.

Question. Are you related to the President?

Answer. Not at all, sir. I have been acquainted with him and he has been my friend for thirty odd years.

Question. I will ask you whether you was treasurer, or held any office, in the democratic club or association of Pennsylvania or Philadelphia? I do not know what the exact name of the association is.

Answer. I was the treasurer of the State Central Committee.

Question. Do you know Mr. W. C. N. Swift?

Answer. I do, sir, very well.

Question. When did you first make his acquaintance?

Answer. A number of years ago. He is distantly connected with my wife by marriage. His wife's brother is married to a niece of Mrs. Plitt.

Question. Did Mr. Swift take any active part in the election of 1856?

Answer. Yes, sir, he did.

Question. To what extent did he contribute to the necessary expenses of that election?

Answer. Well, I do not know as that is exactly a fair question; a gentleman has a right to contribute as much as he pleases.

Question. I ask you the question in connexion with another matter?

Answer. I will leave it to your own sense of propriety. I have no objection to state, but it is a private matter altogether. [Upon consultation the members of the committee decided that the question was a proper one.] He contributed from his own and other sources, including collections that were made in the State of Massachusetts, directly to me over sixteen thousand dollars, five thousand of which I know he got from one gentleman, an old line whig, and I do not know how much more he got from others.

Question. Did you receive it from him as treasurer?

Answer. Yes, sir. I received part of it from him directly; and through his influence I received five thousand dollars from another gentleman.

Question. Did you introduce Mr. Swift to Mr. Buchanan?

Answer. I think I did, sir.

Question. They are acquainted, then?

Answer. Oh yes, sir. I think I may claim the credit of making Mr. Swift a democrat at that time.

Question. When was that?

Answer. Two years before the nomination; in 1854, or somewhere along there.

Question. I will ask you if you sought to place him in a good position with the President?

Answer. I did, sir; in the very best position I possibly could.

Question. Did you and Mr. Swift enter into any understanding or arrangement in regard to contracts for live-oak?

Answer. I have a written agreement with Mr. Swift, dated in April, 1854, during Pierce's administration, by which I was to aid him all I could with the departments in furnishing them with live-oak. And during Pierce's administration, and long before, during Fillmore's administration, he furnished live-oak for the departments?

Question. Was this written contract made at the time you introduced him to the President?

Answer. No, sir; it was two years before; it was in April, 1854. I introduced him to the President, although perhaps he might have known him personally before, upon our return from the Cincinnati convention.

Question. What was the purport of that agreement?

Answer. It was that he was to give me ten per cent. on the gross amount of the contracts he should make with the department. I was to aid him with my influence in every possible way. That was while Mr. Dobbin was Secretary of the Navy; and I spoke to Mr. Dobbin frequently and introduced him to gentlemen whom I thought of the highest honor, probity, and correctness, as I did not intend to do anything that was wrong. Mr. Swift was to give me ten per cent. upon all contracts he made, and I frequently, during Pierce's administration, used my influence in his behalf. But I do not know that he obtained a single contract, except he had to compete for it through proposals in the newspapers. I do not know that he got one in any other way.

Question. Did he pay you according to his agreement?

Answer. No, sir; he has not, I am sorry to say; and therefore, as I intend to make this a matter of prosecution hereafter if he does not pay me, I will submit to the committee that probably my testimony might affect my claim upon him hereafter.

[The Chairman informed the witness that his testimony could not affect his claim. Mr. Ritchie stated that testimony taken here was not subject to the order of any court; the records of the House of Representatives were not permitted to be used as evidence.]

Question. Did he ever render you an account of his contract?

Answer. No, sir; supposing that agreement was still in force under the present administration as it was under the former one, I had taken pains to make him acquainted with every one of my political friends; and after all that, I suppose he found after awhile that he could do without me, and so turned me adrift.

Question. Does he not claim to have paid you?

Answer. He says it is charged against me on his and his partner's books. He is in partnership with Mr. Perry, of New Bedford, and in a note to me he said he considered that as a debt.

Question. Considered what as a debt?

Answer. He loaned me three hundred dollars in Boston; I was there on a visit to Nahant, one of the watering places near Boston, and I told him I was a little short of funds and did not want to draw. He asked me how much I wanted and gave me a check for three hundred dollars. That is all I have had of him, unless he considers that what he gave me as treasurer of the State Central Committee was a part of what was due me on his previous agreement.

Question. You did not so regard it?

Answer. I did not, indeed; if I had, I should have kept it.

Question. Was this arrangement between you and Mr. Swift made known to Mr. Dobbin?

Answer. It was not.

Question. Was it made known to the chief clerk, Mr. Welsh, or to any of them?

Answer. No, sir; I never mentioned the matter; I thought it was no sort of use.

Question. Did they know that you was interested in the matter?

Answer. I do not think any of them knew that.

Question. Did you communicate the fact to the President?

Answer. No, sir; not until after Mr. Swift declined to pay me.

Question. When did you communicate that fact to the President?

Answer. I think it was only about two or three months ago.

Question. What action did he take upon that?

Answer. I did not want to involve the present administration in any difficulty, and, therefore, I asked the President whether there would be any objection to my prosecuting Mr. Swift in court for this claim. The President looked at the agreement made in 1854, and said he could not see any objection to it. He had of course no advice to give, and told me I might do as I pleased about it.

Question. Previous to that time, you had not communicated the fact to the President?

Answer. No, sir.

Question. At the time you introduced Mr. Swift to Mr. Buchanan, what did you tell him?

Answer. Only that Mr. Swift was an old line whig, who had come over to our party, and a gentleman who was taking an active part in his election, that is about the substance of it.

Question. Did you tell him the amount Mr. Swift had contributed?

Answer. No, sir; not at that time.

Question. Did Mr. Buchanan know the amount?

Answer. I think he does now; I think I mentioned it to him.

Question. I will ask you whether you said any thing to Mr. Toucey about this agreement?

Answer. Nothing at all.

Question. What did you say to Mr. Toucey?

Answer. In introducing Mr. Swift, I told Mr. Toucey, that he was a gentleman whom I should be very glad to have him aid in any way that he could, legitimately of course—that he was my very warm friend, who had contributed very liberally towards the election of 1856, and that he had a number of old line whig friends in Massa-

chusetts who were equally liberal, some of them at least; and I thought such gentlemen ought to be patronized, of course.

Question. I will ask you if that agreement was applicable to live-oak contracts only, or to all contracts that should be obtained?

Answer. The agreement was entirely as to live-oak timber, of which he had a very large quantity, all cut and ready for delivery. Indeed, at one time, when he found that he could not dispose of the whole of it here, under Pierce's administration, he wanted me to go to England and try to sell it for him. I told him we ought to keep all our own live-oak timber here in our own country for our own ships, and I advised him against selling it in England, telling him that he might dispose of it under the next administration. Mr. Swift is a whaler in New Bedford, and I think he commenced this contract business under the particular patronage and auspices of Joseph Grinnell, who was then a member of Congress under Fillmore's and also under Harrison's administrations—I think as far back as that, although I am not certain.

Question. I will ask you what assistance you gave Mr. Swift in obtaining contracts last summer?

Answer. Not any at all; I did not think any additional recommendation necessary; the contracts were made without my knowledge.

Question. At this time he had become acquainted with all the influential men?

Answer. Yes, sir; and so he thought he could do without me, but I did not feel that I ought to be thrown over in that way.

Question. I will ask you whether you think the contracts of Mr. Swift, with the government, could have been obtained without your influence?

Answer. That would be a very hard matter for me to say; I do not know how far my influence about the contracts extended; I do not think the Secretary of the Navy could have done anything else than give them to him, because, from what I can learn, he was the lowest bidder under the regular advertising system.

By Mr. Bocock:

Question. I will ask you one or two questions, to make your explanation more full. You say that Mr. Swift contributed over \$16,000?

Answer. It was over \$16,000 that I obtained through him; that is, I obtained \$5,000 from one gentleman, being introduced to him by Mr. Swift.

Question. You credited that to Mr. Swift's agency?

Answer. Yes, sir.

Question. And without that it was about \$11,000?

Answer. There was about \$11,000, and I think there was some \$1,600 more that I knew of, that might have come through his influence.

Question. Do you know how much of that Mr. Swift himself gave?

Answer. I always supposed that he himself gave ten thousand dollars, but in this I may have been mistaken. He was a very liberal man, and said he would give fifty thousand dollars to have Mr. Buchanan elected, if it were necessary.

Question. When did he become a democrat, before Mr. Buchanan's administration or after?

Answer. He became a democrat during Pierce's administration. I used to go to New Bedford every summer, and he was a very liberal man, and used to drive me over to Newport; and I talked to him about Mr. Buchanan, and, of course, in that way he became a warm friend to him, and acted as such; going to Cincinnati, and doing all he could to induce his old line whig friends to support Mr. Buchanan too.

Question. Can you fix, with any distinctness, the first time that Mr. Buchanan knew anything about the arrangement between you and Mr. Swift?

Answer. I think I can tell with considerable certainty. I received a letter from Mr. Swift, dated the 15th of October last, and in that letter, for the first time, he repudiated this agreement. I then came down to Washington, and it was between the 15th of October and the 15th of November that I told the President about it and showed the President the written agreement, asking his advice about the matter.

Question. You consulted him in relation to your remedy?

Answer. Yes, sir; the President, very properly, told me that it was no affair of his; it was an agreement made long before he came into power, and if my attorney thought I could recover in a court of justice, I ought to do so.

Question. Do you know whether Mr. Toucey knows of it to this day?

Answer. I do not think he does, unless the President himself may have mentioned it to him. I know that Mr. Toucey asked me the last time that I was in Washington about Mr. Swift, saying "Your friend, Swift, I am afraid, has failed in delivering one of his last contracts at the Pensacola yard; and if so, I intend to annul it." He telegraphed down that very day to see about it, and since I have been here this time I have understood that the vessels were actually outside the harbor and were detained by yellow fever from coming in and delivering the timber according to his contract. So Mr. Lenthall told me.

Question. In what you have already stated as having been said to the President and the Secretary of the Navy, is that all you ever did towards getting from this administration these contracts for Mr. Swift, or did you at any other time, in your intercourse with the President and the Secretary of the Navy, intercede for Mr. Swift?

Answer. Frequently, when his name would be mentioned, I would remark that he was a very good fellow, and I was sorry he should be disappointed; he was anxious to get some appointments in Massachusetts, in all of which he was disappointed, and I felt some sympathy for him. I frequently spoke of him in that way.

By the Chairman:

Question. You considered yourself bound in duty and honor to do all you could to aid him in obtaining these contracts?

Answer. Yes, sir; to do everything I could; of course, within the

rules and regulations of the department, for I have been too long an officer of the government in the Post Office Department not to know that anything that was not strictly right I would not so far degrade myself as to ask the head of a bureau to do.

By Mr. Bocock:

Question. Are you distinct in your recollection of the time at which you mentioned this matter to the President?

Answer. Yes, sir, very distinct. It was between the 15th of October and the 15th of November last.

Question. Was this the first time he ever knew of the arrangement?

Answer. It was.

Question. Were you the agent of any company in obtaining a contract from the government?

Answer. I was the attorney of the Atlantic Works of Boston.

Question. Did they obtain the work?

Answer. No, sir, although I thought them entitled to it.

GEORGE PLITT.

No. 36.—JOSEPH GRICE, NEW YORK.

FEBRUARY 4, 1859.

JOSEPH GRICE called and examined.

By the Chairman:

Question. What is your occupation and business?

Answer. My business is that of commission merchant and lumber dealer.

Question. Where do you reside?

Answer. In New York.

Question. Were you a bidder for the live-oak under the advertisement of June 14, 1858?

Answer. I was.

Question. In what name did you make your bid. In your own name?

Answer. Yes, sir.

Question. Were you successful?

Answer. No, sir.

Question. How did your bid stand with regard to bids from others?

Answer. It was second; the bid next to the lowest, for three of the yards for which I bid.

Question. For which yards?

Answer. The Brooklyn, the Charlestown, and the Kittery yards?

Question. What is the usage and custom of the department in awarding contracts when the lowest bidder fails to complete the conditions of the contract?

Answer. It has been the custom of the department that when the lowest bidder fails to comply with the terms of his agreement the

department awards the contract to the next highest bidder, looking to the guarantors of the lowest bidder for the difference in the price.

Question. What contracts would have been awarded to you under this arrangement?

Answer. I am the next highest bidder on the Brooklyn, Charlestown and Kittery yards.

Question. Who were the lowest bidders?

Answer. Messrs. Buxton and Lawrence, of Maine.

Question. Would the non-compliance of Buxton and Lawrence with their contract have entitled you to the contracts for these three places?

Answer. Yes, sir.

Question. What is the aggregate amount of live-oak embraced in the bids for the three yards?

Answer. It was 25,000 feet for each yard.

Question. What is the average price per foot at which you bid?

Answer. I cannot tell you exactly. My average was somewhat like \$1 15 to \$1 20 a foot.

Question. Please state the aggregate of live-oak for the three yards which you bid for—the aggregate in feet and in money both?

Answer. The total was something like 75,000 cubic feet for \$87,450.

Question. What would be the average price per foot?

Answer. About \$1 16 $\frac{2}{3}$ per cubic foot.

Question. Can you tell me in what document are published the details of your bid?

Answer. It is to be found on page 552 of the third volume of the message and accompanying documents for the present session.

Question. Have you been long engaged in the lumber business?

Answer. Yes, sir.

Question. For the government?

Answer. Yes, sir.

Question. How many years have you been a contractor for the government?

Answer. Since the year 1840.

Question. How long have you been engaged in the business for yourself?

Answer. I have been engaged in it since 1840; my experience would date as far back as 1834, for I was engaged under my father then.

Question. What was the time allowed for the delivery of this live-oak under contracts made previous to those under the advertisement of June last?

Answer. The time heretofore allowed has been, all the way, from one to three years, depending upon the quantity wanted, &c.

Question. And that time was stated in the former advertisement calling for bids?

Answer. Yes, sir.

Question. What has been the custom of the department in allowing the contractor to deliver this live-oak beyond the time allowed under the contract?

Answer. The custom of the department, as far as my knowledge

extends, has been, when the contracts expire, not to close down upon the contractors, but to allow the yards to receive the timber from them, even after the time under the contracts had expired.

Question. Did you ever know any case in which a shorter time was prescribed in the advertisement for the delivery of the lumber than one year?

Answer. No, sir, I never did.

Question. How long does it generally take, after the contract is made, for the live-oak dealer to supply the article?

Answer. It has been the custom with the "live-oakers," with myself, at least, in fitting out our men, to do it in the fall of the year, for we can work in no season but the winter in the live-oak forests of Florida and Louisiana. We would cut our oak in the months from October to April, and then commence deliveries in the following spring, continuing it through the summer.

Question. If a contract is made in August, 1858, then you would commence cutting your timber in October and November, and commence delivering it the following spring and summer?

Answer. Yes, sir.

Question. Is the live-oak required by the government of a peculiar character?

Answer. Yes, sir.

Question. What peculiar requirement in relation to the time of its cutting is made generally?

Answer. In contracts made in former times there were stipulations requiring the live-oak to be cut in certain months of the year when the sap is down, as it was considered that the timber cut when the sap was down was more valuable than timber cut when the sap was up; and they confined us, therefore, in the cutting of this timber, to the time between the first of November and the first of March.

Question. What peculiarity is there in the size of the live-oak required by the government?

Answer. They are more particular in their descriptions of timber than is the case when we supply it to the merchant service, and, as a general thing, they require moulded timber.

Question. Do you mean cut out to a certain size or pattern?

Answer. Yes, sir.

Question. Irregular shapes?

Answer. Yes, sir.

Question. Does the advertisement specify the different sizes required?

Answer. Yes, sir.

Question. When was your attention called to the advertisement of last year?

Answer. I think likely it was called to it immediately upon its publication. I take the "Union" and look at it for such things, and suppose I saw this at once.

Question. What peculiarity did you notice in that advertisement?

Answer. The shortness of the time allowed for the delivery of the timber.

Question. What was that?

Answer. The advertisement required the first half of the timber to be delivered on the first of September, 1858, and the other half on the first of February, 1859.

Question. Was it within human possibility for a person to cut and deliver this live-oak between the awarding of the contracts and the first of last September?

Answer. Not to cut and deliver it. It would be utterly impossible to comply with such a requirement, unless the party had the timber already on hand.

Question. What, then, induced you to bid for it?

Answer. I bid, presuming on the usages of the department, which I supposed would extend that courtesy to me which had been extended to all other contractors under similar circumstances. I knew it was utterly impossible for me to deliver the timber according to the advertisement, but I knew that my arrangements were such that I could deliver it by the first of February?

Question. And you thereupon made a bid?

Answer. Yes, sir. And I will say here that it has been the usage of the department, when a contract is made for an article, and the time even expires, if the article is not needed for the immediate uses of the government, not to enforce the observance of the contract strictly to the time, but to allow further time to deliver it. This has generally been the case, unless the article is needed for immediate use.

Question. Had any live-oak dealer in the United States the particular kind of live-oak described in that advertisement on hand at the time the advertisement was published?

Answer. There was some timber lying in store of the navy yard which I was at during the summer, which timber I was told by officers of the yard did belong to certain individuals.

Question. To whom?

Answer. Part of it to Mr. Bigler and part of it to Mr. Swift.

Question. Did that timber fall within the terms of the advertisement?

Answer. The description in the advertisement corresponded very well with the timber that I saw in the yard.

Question. How came it to be lying in the yard?

Answer. I understood that it was some timber which had been sent there under former contracts and had not been received, and it comes to lie in the yard in that way.

Question. Does the government usually allow live-oak dealers to store their timber on the government docks?

Answer. That has not been my experience.

Question. Have you known it to be done in any other case?

Answer. No sir, I have not; there is an order, so the commandant of one of the yards informed me, that the surplus and rejected timber must be removed from the yard before the bids for the accepted timber would be signed.

Question. Did you learn from any of the officers of the government why this timber was allowed to remain there?

Answer. No, sir.

Question. If the usual time had been asked for by the department, how much less, if any, could you have furnished this live-oak at?

Answer. I would have furnished it for about 12 to 15 per cent. less than what my bids were. I made my bids upon the calculation that I should furnish the timber by the first of February; I calculated in that way, and made my bids accordingly.

Question. Do you know whether the bidders to whom had been awarded the contract for the live-oak to be furnished at the Brooklyn, Charlestown, and Kittery yards, executed their contracts?

Answer. Mr. Lawrence informed me that they had executed their contracts.

Question. Was he the lowest bidder?

Answer. He was one of the firm, Buxton & Lawrence, who were the lowest bidders.

Question. What became of their contracts?

Answer. He said nothing more than that his contracts had been executed.

Question. Did you ascertain from the department whether these contracts had been filed there?

Answer. Hearing that this contract had not been executed, I wrote to the chief of the Bureau of Construction and Repairs, Mr. Lenthall, during the latter part of August or the fore part of September, that I learned that the lowest contractors had failed to comply with the terms of the contract, and I asked him to let these contracts be awarded to me, according to the usages and customs of the department, as the next highest bidder; to this he replied, in substance, but I have not the letter with me, that the department had given instructions regarding these contracts which had been carried into effect. I did not consider that exactly an answer to my letter, and not understanding it exactly, I wrote again, repeating my first letter, of which I had kept a copy; to that Mr. Lenthall replied that my letter of such a date had been received; that was all; there was nothing further.

Question. Have you that correspondence here with you?

Answer. I have a copy of my letter to Mr. Lenthall, but not of his letters in reply.

Question. Do you know to whom the furnishing of this live-oak was awarded?

Answer. I understood, and also see by the advertisements published, that it was finally given to a Mr. Swift.

Question. Was Mr. Swift the next lowest bidder under that advertisement?

Answer. No, sir.

Question. Did you ever know a case of that kind to occur before?

Answer. It has never occurred within my experience.

Question. Do you know of any parties in the live-oak business failing to make bids in this case on account of the peculiarities of this advertisement?

Answer. I do.

Question. Who were they?

Answer. Mr. James M. Griffin told me he would have made a bid had the time allowed been longer.

Question. Have you ever had any conversation with Mr. Swift on the subject?

Answer. No, sir.

Question. Have you ever had any conversation with the department upon this subject?

Answer. No, sir.

Question. Have they given you no explanation upon the subject?

Answer. Nothing more than the replies I have received from Mr. Lenthall, as I have stated.

Question. Have they, under these new contracts, received this old lumber from Mr. Swift?

Answer. I have been so informed.

Question. Have you been in any of the navy yards recently?

Answer. Yes, sir.

Question. Was this timber removed from where you had seen it before?

Answer. One pile that I saw was not.

Question. Had any portion of the timber you had seen been removed?

Answer. Some of it had been.

Question. Were you informed at the navy yard that it had been taken in under the new contract with Mr. Swift?

Answer. Yes, sir.

Question. When had this timber been piled up in the yard?

Answer. The timber in the Philadelphia yard, when I stopped as I was passing through that city, had been piled up there some time in the month of July, I think; though I will not be certain about that, as I did not charge my memory with it.

Question. Was it piled up under shelter when you saw it then?

Answer. No, sir.

Question. What would be the effect of exposure upon this kind of timber?

Answer. The effect of exposure to the sun and rain has, of course, a great tendency to deteriorate the value of the timber.

Question. When the government receives live-oak what does it do with it?

Answer. They have now adopted the principle or plan of storing it under sheds; formerly they used to store it in docks.

Question. They store it away under shelter until they have occasion to use it?

Answer. Yes, sir.

Question. Does the timber become injured when stored away in sheds in this way?

Answer. Not to the extent, of course, as when exposed to the weather.

Question. When exposed is it sure to become injured?

Answer. Yes, sir; the sun cracks it, &c.

Question. Was this live-oak advertised for needed for immediate use?

Answer. I cannot say, of my own knowledge.

Question. What was the supply of live-oak at the different yards you visited?

Answer. The officers in charge represented to me that they had a good supply.

Question. Do you know whether this timber has been used, now that it has been obtained?

Answer. I cannot tell.

Question. Would it be proper to use live-oak green, not seasoned at all?

Answer. They use it sometimes when it is freshly cut, as well as when it has been seasoned.

Question. Have you been in the different store-rooms in the yards for this timber?

Answer. Yes, sir; in some of them I have.

Question. What was the supply in comparison with former years?

Answer. They seemed to have very good supplies received under contracts made before these of last summer.

By Mr. Ritchie:

Question. How long has it been since you have seen this timber delivered by Mr. Swift?

Answer. I have seen some of it within the last two weeks.

Question. What proportion of that timber had been used between the time you last saw it and the time when you before saw it?

Answer. I could see no diminution in the bulk myself.

Question. The pile was still there the same as before?

Answer. Yes, sir.

By Mr. Bocock:

Question. Have you been a live-oak contractor for a number of years?

Answer. Yes, sir.

Question. With the government?

Answer. Yes, sir.

Question. Have you always complied with your contracts?

Answer. I have finished up all.

Question. Within the time specified?

Answer. Not always.

Question. How many times, in your contracts, have you come within your time? Have you in every case fallen through?

Answer. Not in every case.

Question. How has it been with you as a general thing?

Answer. We have been a little beyond the time.

Question. Do I understand you to say that your bid was the lowest price at which you could afford to furnish this timber, provided you could have been allowed until the first of February?

Answer. I said I calculated to deliver the timber by the first of February, and I made my bid accordingly.

Question. Had these men, Bigler & Swift, their live-oak timber stored away in all these yards?

Answer. So I was informed; it was surplus and rejected timber from their former contracts.

Question. Have you been in all three of these yards, the Brooklyn, Philadelphia, and Kittery yards, since these contracts were made?

Answer. I have been in the Brooklyn and Philadelphia yards, but not in the Kittery yard, since last July.

Question. How long since you have been at the Brooklyn and Philadelphia yards?

Answer. I was in the Brooklyn yard some four or five weeks since.

Question. At that time you say that there was one pile of Mr. Swift's timber which had not been removed; what proportion of it had been removed?

Answer. I did not see any diminution in the bulk of that pile; that pile did not embrace all the timber that Mr. Swift delivered there under his contract.

Question. What proportion did that pile of timber embrace?

Answer. I can say no further than that I was told that there was in that pile of timber some 5,000 or 6,000 feet. This pile was in the Philadelphia yard, not the Brooklyn yard.

Question. What was the amount he contracted to deliver there?

Answer. I presume the whole amount for that yard was 25,000 feet.

Question. Then you mean to say that that pile of 5,000 feet had not been removed?

Answer. No, sir; not to my knowledge.

Question. Do you know whether the remaining 20,000 feet has been received and used?

Answer. I can tell that some of it has been received, but I cannot tell whether it has been used or not, or how much of it has been used.

Question. How was it in the Brooklyn yard?

Answer. I saw the timber there lying scattered around in the yard, not in a pile.

Question. Was that Mr. Swift's timber?

Answer. It was pointed out to me as his.

Question. When was it received there?

Answer. I think a cargo was about being delivered then.

Question. Did you see this the last time you were there?

Answer. No, sir; this was on the occasion previous to the last.

Question. When was that?

Answer. Some time in the fall; I cannot tell exactly.

Question. Was it subsequently to his getting his last contract?

Answer. Yes, sir.

Question. He was then delivering timber under it?

Answer. Yes, sir.

Question. Has there been an unusual quantity of work done in the yards during the last year?

Answer. Yes, sir.

Question. Up to the present time?

Answer. Yes, sir.

Question. How many new vessels are on the stocks at Charles-town?

Answer. I do not know.

Question. How many are on the stocks at Brooklyn?

Answer. I was told by Mr. Delano, the naval constructor, that there was one ship.

Question. How many at Philadelphia?

Answer. But one there now; so I was told.

Question. Is that as large as vessels heretofore built?

Answer. Not so large as the majority of the vessels previously built.

Question. Did that vessel require different sizes of timber from the former vessel—smaller sizes?

Answer. It would, for a portion of her frame, require a different size of timber; although the scantling and the siding of the frame now being built, I suppose, would correspond very nearly to that at other yards.

Question. Did you ever supply the government with timber when you were not the lowest bidder?

Answer. Yes, sir.

Question. How was that?

Answer. That was under the administration of Mr. Polk, when John Y. Mason was Secretary of the Navy. A case of the kind came up on a live-oak contract, where the lowest bidder failed to comply with the terms of his agreement. Commodore Skinner at that time was chief of the bureau. I made application to him in relation to this matter, I being the next highest bidder. He referred me to the Secretary of the Navy. I applied to him, and Mr. Mason, under the advice of the Attorney General, (I do not know who was the Attorney General at that time,) decided that the contract should be awarded to me, as I was the next highest bidder; and the contract was given to me accordingly under that decision.

Question. Was that the only case that you remember when you furnished the government with timber where you were not the lowest bidder?

Answer. No, sir; I have had other contracts awarded me when I was the next highest bidder.

Question. Have you ever supplied the government with timber purchased of you upon open purchase?

Answer. Yes, sir.

Question. When you were neither the lowest nor the next to the lowest bidder?

Answer. Yes, sir.

Question. Under whose administration?

Answer. I furnished some under the administration of Mr. Polk; some under the administration of Mr. Pierce; and, I think, some little under the present administration.

Question. What kind of timber did you furnish then?

Answer. I furnished white oak plank; some yellow pine timber, and some other woods.

Question. Did they merely purchase the timber of you, or did they authorize you to procure it and deliver it in the yards?

Answer. It was a contract given out by the agents of the yard; in one instance it was by the commandant of the yard, and in another instance it was by the Bureau of Construction to get it and deliver it there.

By the Chairman:

Question. Were there any bids called for at all?

Answer. No, sir.

By Mr. Bocock:

Question. Had there been bids for these very materials?

Answer. No, sir; they were obtained under directions to offer them at open purchase.

Question. I wish to understand this matter. What I understand to be a purchase in open market is where a man purchases an article already in the hands of the seller. Now I want to know whether you had the material ready for delivery, or did you procure it and deliver it after you received the order to supply it?

Answer. As a general thing the order was given to me, and I procured the material and delivered it. Sometimes I have it on hand, but in a majority of cases I have to procure the material after the order was given.

Question. Was the price fixed beforehand?

Answer. Yes, sir.

Question. Were you subpoenaed here in this city?

Answer. Yes, sir.

Question. Did you know upon what subject you were to testify when you were subpoenaed?

Answer. Yes, sir.

Question. Then how did it happen that you brought with you the letters that you wrote to Mr. Lenthall, and not what he wrote to you?

Answer. These papers happened to be lying in my office, and I picked them up in the hurry of leaving, when I had not time to make an extended search.

Question. Can you obtain Mr. Lenthall's letters when you return home and send them on here?

Answer. I can, and will do so with pleasure.

By the Chairman:

Question. Did you know you were to be subpoenaed before this committee when you left New York?

Answer. No, sir; I came on for another purpose.

Question. When did you first learn that you would be wanted here?

Answer. Two days ago.

FEBRUARY 5, 1859.

JOSEPH GRICE recalled.

By Mr. Bocock:

Question. You have been government contractor for some time, and are acquainted with the practice of the government in regard to

contracts, and I want you to say what is the practice of the government when a contract has been made with an individual for material, timber, or any other material, and the contract has been executed, and the man fails to comply with the contract, what is done then?

Answer. The practice of the government in such a case, so far as my knowledge extends, has been to purchase the article in the market, and the difference in the price is charged to the contractor and his sureties.

Question. Do you know whether Buxton & Lawrence entered into a contract to supply the timber at Brooklyn and Charlestown?

Answer. In conversation with Mr. Lawrence, of the firm of Buxton & Lawrence, he told me that they had executed their contracts according to the terms of the advertisement.

Question. You stated yesterday that that contract was set aside.

Answer. Yes, sir; so I understood.

Question. And you applied for the contract as the next lowest bidder?

Answer. Yes, sir.

Question. And you stated that the contract was given to Mr. Swift. Can you tell upon what terms that timber was obtained?

Answer. I did not get it directly from the Secretary of the Navy, but I got it from Mr. Beach.

Question. Do you know, of your own knowledge, upon what terms the government got the timber from Mr. Swift?

Answer. Nothing of my own knowledge, only what I have seen in the document here, and what I have heard.

Question. Do you know, of your own knowledge, that Mr. Swift furnished the timber to the government?

Answer. I know he furnished a portion of it only.

Question. Will you look over these tables (see appendix "A" and "B" attached to this deposition) and state how the terms there stated as those of Mr. Swift compare with the proposition of Buxton & Lawrence?

Answer. To do that I would have to go into a little calculation, because here the estimates of the bidders give the total amounts, not the price per foot.

Question. Can you not tell the average price per cubic foot by a calculation?

Answer. I could tell what the average is. [After a pause.] The price of the contract with Mr. Swift is the same as that with the original contractors, Buxton & Lawrence, as per documents.

Question. How does the price of the contract with Mr. Swift compare with that of your bid?

Answer. My bid was about \$1 16 $\frac{2}{3}$ a foot and theirs is \$1 09.

Question. Now if timber was wanted by the government in some emergency, do those who usually supply such timber have it on hand, or do they have to cut it and then deliver it?

Answer. They do not, as a general thing, have it on hand.

Question. Do you have to resort yourselves to the timber regions to get out timber?

Answer. We do, sir. In connexion with that it might be proper to say that, as a general thing, live-oak is an article not to be had in open market the same as white pine or white-oak lumber is to be had. I know I had but little on hand at the time this advertisement was published—some 3,000 or 4,000 feet—and that was all that I knew of in the New York market.

Question. How is it with regard to white-oak timber?

Answer. There is generally a supply of it on hand—a supply of what is called western oak, which is principally used in the merchant service.

Question. Did you state explicitly yesterday that when you made your bid you put it at the lowest amount at which you could have afforded to furnish that timber, provided you could have been allowed till the first of February to furnish it?

Answer. Yes, sir. If I had been allowed a longer time I could have afforded to furnish at a lower rate; but I could not have furnished it by February at a lower rate, on account of the higher price of freight during the winter season.

Question. If you had expected to furnish it by the first of September could you have agreed to furnish it at the rates you proposed in your bids?

Answer. No, sir. I did not make a bid with that expectation at all, for it was impossible to do it. It is not expected that we will live up to these contracts. Contracts run on, sometimes, over a year beyond the time fixed in these contracts. But the contractors are allowed to go on and deliver. In fact, it is sometimes exacted by the department that the contractors shall go on and deliver even after the time fixed in their contracts has expired.

Question. Do you know of any case in which bids have been received when it was known that they were made with the distinct understanding on the part of the bidder that he was not to comply with the contract?

Answer. No, sir; no further than what I have said about this contract requiring timber by the first of September last.

Question. You have stated that it was the practice of the department to allow men who did not come up to their contracts further time to fulfil them—I wish to know whether it was the practice of the department or whether it has in any case accepted bids and made contracts with gentlemen who made their bids with a distinct understanding at the time that they would not comply with them?

Answer. Not to my knowledge.

Question. Suppose proposals are offered for furnishing material of a particular sort, and one man bids, expecting to comply literally with his contract, and another man does not intend to comply with it, do you think it would be quite fair to make the award to the man who bid with a distinct understanding not to comply with the contract, instead of giving it to the man who bid expecting to fulfil the contract? I mean if the terms offered are equal.

Answer. If there had been no custom or usage in the department

that would lead a man to expect anything less than the contract, it would be right to give it to the man who offered in good faith.

By Mr. Ritchie:

Question. Do you think there would be any use in issuing proposals at all, which were adapted to one man's wood pile, and which it was not expected any other man could fulfil?

Answer. No sir, it would not, and I would say that it was remarked by contractors generally at the time that, "the advertisement was made to fit."

By the Chairman:

Question. Can you furnish a copy of the advertisement of 1857 and the advertisement of 1858?

Answer. Yes sir, here they are.—(See appendix "A and B" attached to this deposition.)

Question. Will you please furnish the correspondence between you and Mr. Lenthall, in regard to these contracts?

Answer. I will do so.—(See appendix 1, 2, 3, and 4, attached to this deposition.)

JOSEPH GRICE.

APPENDIX.

No. 1.

NEW YORK, *September 10, 1858.*

SIR: Having learned that the lowest bidders for live-oak, under recent advertisement for deliveries at the navy yards, Kittery, Charleston, and Brooklyn, have failed to execute their contracts, and that my offers for same yards are the next highest, I ask that the same 3 may be awarded to me, in accordance with the usage and custom of the department in such cases.

Respectfully yours,

JOSEPH GRICE.

Mr. JOHN LENTHALL,

Chief of Bureau of Construction, &c.,

Navy Department, Washington, D. C.

No. 2.

NAVY DEPARTMENT,

Bureau of Construction, &c., September 18, 1858.

SIR: Your letter of the 16th has been received. The department has given instructions with regard to the contracts for live-oak, which have been carried into effect.

Respectfully, your obedient servant,

JOHN LENTHALL,

Chief of the Bureau.

JOSEPH GRICE, Esq., *New York.*

No. 3.

NEW YORK, *September 23, 1858.*

SIR: Your letter of the 18th instant has been received. It does not give a reply sufficiently explicit to mine of the 10th. And I again ask that the contracts for live-oak, to be delivered at the yards therein mentioned, be awarded to me agreeable to the usage and custom of the department in such cases.

Respectfully yours, &c.,

JOSEPH GRICE.

Mr. JOHN LENTHALL,

Chief of Bureau of Construction, &c.,

Navy Department, Washington, D. C.

No. 4.

NAVY DEPARTMENT,

Bureau of Construction, &c., September 25, 1858.

SIR: Your letter of the 23d has been duly received.

Respectfully, your obedient servant,

JOHN LENTHALL,

Chief of the Bureau.

JOSEPH GRICE, Esq., *New York.*

A.

PROPOSALS FOR LIVE-OAK.

NAVY DEPARTMENT,

Bureau of Construction, &c., May 2, 1857.

Sealed proposals for delivering 50,000 cubic feet of promiscuous live oak in each of the navy yards at Charlestown, Massachusetts; Brooklyn, New York; Philadelphia, and at Gosport, Virginia, will be received at this bureau until the 15th of June, 1857.

These proposals must be endorsed *Proposals for live-oak*, that they may be distinguished from other business letters. The offers may be for one or all the yards, but must be for the whole quantity at any yard, and, as required by law, must be accompanied by a suitable guarantee, the form of which is herewith given.

Sureties in the full estimated amount will be required to sign the contract, and, as additional and collateral security, 15 per cent. will be withheld on the amount of each delivery until the contract is completed.

In all the deliveries of the timber there must be a due proportion of the most difficult and crooked pieces, otherwise there will be withheld such further amount, in addition to the 15 per cent., as may be judged expedient to secure the public interest until such difficult

portions be delivered. The remaining 85 per cent., or other proportion of each bill, when approved in triplicate by the commandant of the yard, will be paid by such navy agent as the contractor may name within thirty days after its presentation to him.

It will be stipulated in the contract that if default be made by the parties of the first part in delivering all or any of the timber named of the quality and at the time and place provided, then, and in that case, the contractor and his sureties will forfeit and pay to the United States a sum of money not exceeding twice the total amount therein agreed upon as the price to be paid in case of the actual delivery thereof, which may be recovered from time to time, according to the act of Congress in that case provided, approved March 3, 1843.

The 50,000 cubic feet to be delivered in each yard will be in the following proportions: say 8,000 cubic feet of kelsons and pieces suitable for lower stems, stern posts, stern-post knees, fore deadwood, aprons, all siding 18 and 20 inches, and hooks siding 14 and 16 inches. These pieces to be in number in the proportions in which they enter into the construction of a ship-of-war, conforming substantially in shape, length, and character with those heretofore received with frames of corresponding siding, the moulds of which can be seen at any of the yards named.

32,000 cubic feet of the siding of 13 and 15 inches, in about equal quantities of each, and 5,000 cubic feet of a siding of 12 inches; all these pieces being in length from 13 to 17 feet, having a natural and fair curve of from 13 to 30 inches or more in that length; and two-thirds the number of the pieces to have from the mean to the maximum crook; also, 5,000 cubic feet siding 13 and 15 inches, in length from 17 to 20 feet.

All to be sided straight and fair; the 15-inch timber and under showing a face of not less than three-fourths the siding, to be cut from trees grown within thirty miles of the sea, of which satisfactory evidence will be required by the commandant of the yard; to be delivered in the respective yards at the risk and expense of the contractor, subject to the usual inspection, to the entire approval of the bureau; and one-half to be delivered on or before the 1st day of August, 1858, and the remainder on or before the 1st of July, 1859.

Form of offer.

I, ———, of the State ———, hereby agree to furnish and deliver at the United States navy yard at ——— fifty thousand cubic feet of live-oak timber, in conformity with the advertisement of the Bureau of Construction of the date of May 2, 1857, viz:

8,000 cubic feet, suitable for principal pieces, sided 18 and 20 inches at — per foot.

32,000 cubic feet curved timber, sided 13 and 15 inches, length 13 to 17 feet, at — per foot.

5,000 cubic feet curved timber, sided 12 inches, length 13 to 17 feet, at — per foot.

5,000 cubic feet timber, sided 13 and 15 inches, length 17 and 20 feet, at — per foot.

Total value.

Should my offer be accepted, I request to be addressed at —, and the contract forwarded to the navy agent at —, or to me at — for signature and certificate.

(Date.)

A. B.

Form of Guarantee.

The undersigned, —, of —, in the State of —, hereby guaranty that, in case the foregoing bid be accepted, — will, within ten days after the receipt of the contract at the post office named, or navy agency designated, execute the contract for the same with good and sufficient sureties; in case said — shall fail to enter into contract as aforesaid, we guaranty to make good the difference between the offer of the said — and that which may be accepted.

C. D.

(Date.)

E. F.

Witness, G. H.

I hereby certify that the above named C D and E F are known to me as men of property, and able to make good their guarantee.

(Dated.)

(To be signed by the United States district judge, United States district attorney, collector, or navy agent, and no other.)

(B.)

PROPOSALS FOR LIVE OAK.

NAVY DEPARTMENT,

Bureau of Construction, Equipment, &c., June 14, 1858.

Sealed proposals for delivering 25,000 cubic feet of promiscuous live-oak timber in each of the navy yards at Kittery, Charlestown, Brooklyn, Philadelphia, Gosport, and Warrington, will be received at this bureau until 3 o'clock, the 14th day of July, 1858.

The proposals must be endorsed *Proposals for live-oak*, that they may be distinguished from other business letters. The offers may be for one or all the yards, but must be for the whole quantity at any yard, and, as required by law, must be accompanied by a guarantee, the form of which is herewith given.

The 25,000 cubic feet to be delivered in each yard will be in the following proportions, viz: 5,000 cubic feet siding 18 and 15 inches; 10,000 cubic feet siding 14 and 12 inches; and 10,000 cubic feet siding 9 and 10 inches, in about equal quantities of each siding.

The timber siding from 15 and 18 inches may be in length from 18 to 25 feet, and such of the 18 inch as is fit for keelson pieces may be longer; the 12 and 14 inch timber in length from 17 to 20 feet, and a

large proportion of all the foregoing may be straight; of the 9 and 10 inch timber, the length may be from 10 to 14 feet, and three-fourths of the quantity to have a natural and fair curve of from 12 to 30 inches or more in the length given, and one-half the number of these pieces to have from the mean to the maximum crook. All to be sided straight and fair, and have a face of not less than the siding size. The timber must be cut from trees grown within thirty miles of the sea, to be delivered in the yard at the risk and expense of the contractor, subject to the usual inspection, and to the entire approval of the bureau.

One-half the quantity must be delivered on or before the first day of September, 1858, and the residue on or before the first day of February, 1859.

The department will award the contract in each case to the lowest bidder, reserving the right to decline making any contract for a purchase and delivery at any navy yard if it shall then deem it unnecessary or disadvantageous to the public service.

Sureties to the full estimated amount will be required to sign the contract, and, as additional and collateral security, 15 per cent. will be withheld on the amount of each delivery until the contract is completed. And the remaining 85 per cent. of each bill, when approved in triplicate by the commandant of the yard, will be paid by the navy agent at the point of delivery within thirty days after its presentation to him.

It will be stipulated in the contract that if default be made by the parties of the first part in delivering all or any of the timber named, of the quality and at the time and place provided, then and in that case the contractor and his sureties will forfeit and pay to the United States a sum of money not exceeding twice the total amount therein agreed upon, as the sum to be paid in case of the actual delivery of the whole, which may be recovered from time to time, according to the act of Congress in that case provided, approved March 3, 1843.

Form of offer.

I, _____, of _____, in the State of _____, hereby agree to furnish and deliver in the United States navy yard at _____, twenty-five thousand cubic feet of promiscuous live-oak timber, in conformity with the advertisement of the Bureau of Construction of the date of _____ June, 1858, for the sum of _____, viz:

5,000 cubic feet sided 15 and 18 inches, at — per foot.. \$—
 10,000 cubic feet sided 12 and 14 inches, at — per foot.. —
 10,000 cubic feet sided 9 and 10 inches, at — per foot.. —

_____ 25,000 cubic feet sided.

Total value —

Should my offer be accepted, I request to be addressed at _____, and the contract forwarded to the navy agent at _____, or to me at _____, for signature and certificate.

A. B.

July —, 1858.

Form of Guarantee.

We, the undersigned, ———, of ———, in the State of ——— hereby guaranty that, in case the foregoing bid be accepted, — will, within ten days after the receipt of the contract at the post office named, or navy agency designated, execute the contract for the same, with good and sufficient sureties; in case said ——— shall fail to enter into contract as aforesaid, we guaranty to make good the difference between the offer of the said ——— and that which may be accepted.

C. D.
E. F.

———, 1858.

Witness, G. H.

I hereby certify that the above named C D and E F are known to me as men of property, and able to make good their guarantee.

———, 1858.

NEW YORK, *September 16, 1858.*

SIR: Having learned that the lowest bidders for live-oak, under recent advertisement for deliveries at the navy yards Kittery, Charlestown, and Brooklyn, have failed to execute their contract, and that my offers for some yards are the next highest, I ask that the same may be awarded to me in accordance with the usage and custom of the department in such cases.

Respectfully yours,

JOSEPH GRICE.

Mr. JOHN LENTHALL,

Chief of Bureau of Construction, &c.,

Navy Department, Washington.

NAVY DEPARTMENT,

Bureau of Construction, September 18, 1858.

SIR: Your letter of the 16th has been received. The department has given instructions with regard to the contracts for live-oak, which have been carried into effect.

I am, respectfully, your obedient servant,

JOHN LENTHALL,

Chief of the Bureau.

JOSEPH GRICE, Esq., *New York.*

NEW YORK, *September 23, 1858.*

SIR: Your letter of the 18th instant has been received. It does not give a reply sufficiently explicit to mine of the 16th, and I again

ask that the contracts for live-oak, to be delivered at the yards therein mentioned, be awarded to me, agreeably to the usage and custom of the department in such cases.

Respectfully yours,

JOSEPH GRICE.

Mr. JOHN LENTHALL,

Chief of the Bureau of Construction, &c.,

Navy Department, Washington.

NAVY DEPARTMENT,

Bureau of Construction, September 25, 1858.

SIR: Your letter of the 23d has been duly received.

I am, respectfully, your obedient,

JOHN LENTHALL,

Chief of the Bureau.

JOSEPH GRICE, Esq., *New York.*

No. 37.—TESTIMONY OF HENRY G. BEACH, BALDWINVILLE, NEW YORK.

FEBRUARY 4, 1859.

HENRY G. BEACH, called and examined.

By the Chairman:

Question. Where do you reside?

Answer. At Baldwinsville, Onondaga county, New York.

Question. What is your business?

Answer. My business is that of lumberman.

Question. How long have you been in that business?

Answer. All my life; since I have been old enough to attend to any business.

Question. And how old are you?

Answer. I am about forty-five years old.

Question. Have you ever had any contract with the government?

Answer. Yes, sir.

Question. Of what firm are you a member?

Answer. I had a contract with the government as a member of the firm of Coates, Degraw & Beach.

Question. Did that firm submit a bid for the live-oak under the advertisement of June, 1858?

Answer. We did.

Question. Was there any peculiarity about that advertisement?

Answer. Yes, sir, there was.

Question. In what particular.

Answer. The advertisement required the timber to be delivered upon very short notice.

Question. How short notice?

Answer. Well, sir, my recollection is that the advertisement stated that bids would be received up to the 15th of July, and that the

department would require that one-half of the amount of live-oak advertised for should be delivered by the first of September.

Question. Was it possible for this live-oak to be cut after the awarding of the contract and be delivered at the time required?

Answer. In my judgment it was not—indeed, that appeared upon the face of the advertisement.

Question. Would any man skilled in your business undertake to comply with that advertisement unless he had on hand the particular kinds and dimensions of timber specified in that advertisement?

Answer. No, sir; he would not, if he expected to comply literally with the terms of the contract.

Question. Did the advertisement require timber of specified sizes and dimensions?

Answer. It did.

Question. Do you remember now how many sticks of each size were required, or what those sizes were?

Answer. I do not now.

Question. Is this an abstract of the various bids offered then? [Showing witness tabular statement on page 583 of volume 3 of the message and accompanying documents of this session.]

Answer. Yes, sir; and I see our name and bid there.

Question. And the sizes were 15 by 18 inches, 12 by 14 inches, and 9 by 10 inches?

Answer. Yes, sir.

Question. Did you file a bid under those specifications?

Answer. We did.

Question. How came you to file a bid when you knew you could not comply with the terms of the contract?

Answer. Well, sir, I have been a contractor for furnishing a department of the government for twenty years; not under the Navy Department, but under the ordnance department. Before filing a bid, I visited the navy yard at Brooklyn, to ascertain how contractors had been treated; whether they were expected to live up strictly to the letter of their contract, or whether lenity was shown to them; whether they were permitted to comply practically with the terms of their contract—that is, to meet the wants of the government only. From what I ascertained at that yard, I felt authorized to make the bid we did.

Question. With whom had you conversation on the subject?

Answer. With Captain Delano, the naval constructor, and with others there. I was also shown the books there; and I examined them and found that where men who had contracts were delinquents—that is, they had not furnished their timber at the time required—the custom was this: If the contractors supplied the substantial and immediate wants of the government, it was all that was required of them. If a man made a contract to deliver timber to the government, and failed to deliver it when they needed it, then they went into the market and purchased it, and charged against the contractor the difference in the price, whatever they had to pay.

Question. Or give it to the next lowest bidder?

Answer. No, sir; they said the custom was substantially this: they made the contractor and his sureties stand the difference in the price. If they had to purchase the entire quantity, they held the sureties for the difference.

Question. You were therefore induced to make a bid, upon receiving this information?

Answer. Yes, sir.

Question. Was this the first bid you had ever submitted to the Bureau of Yards and Docks?

Answer. No, sir; I had made one or two bids before.

Question. Did you ever receive a contract from the Bureau of Yards and Docks before?

Answer. I had received a small contract for delivering timber at the Brooklyn yard, which I had fulfilled.

Question. Who was the lowest bidder for the live-oak required at Warrington, or Pensacola, as it is more generally known?

Answer. We were, for the one the advertisement names at the Warrington station, which is at Pensacola.

Question. Did you enter into your contract?

Answer. Yes, sir.

Question. What was the result of it?

Answer. The result was that we immediately took steps to fulfil that contract, that is, to comply with the wants of the government as fast as it could be done. One of our firm immediately went on to Florida to inquire and ascertain what were the wants of the government, and he then made an arrangement to comply with those wants. The naval constructor at Warrington, Captain Porter, informed my partner that but a small portion of that timber would be needed immediately, and said to him that sixty days would be in time. He made arrangements to supply immediately the few sticks which the naval constructor said he might want in the construction of a vessel which he said he had on the stocks; as for the balance of it, he had no knowledge when it would be required. My partner then came home; but before he reached home we had received notice that our contract, not having been complied with, had been annulled, and a new one made with other parties. Now we had sent this partner of ours on to Warrington with the knowledge and consent of the department; that consent I did not get, and I do not know it of my own knowledge; but one of the partners came on here, and another one went on there, with the knowledge of the department here, to fulfil that contract.

Question. What were the names of these partners?

Answer. The one who came on here was Mr. Coates; the one who went on to Warrington was Mr. Degraw.

Question. To whom was this new contract awarded?

Answer. I understood that it was awarded to a Mr. Swift—Mr. W. C. N. Swift, of New Bedford, Massachusetts.

Question. From whom did you understand that?

Answer. From Mr. Lenthall, at the department.

Question. Did you ever have any conversation with Mr. Lenthall or with Mr. Toucey in regard to this matter?

Answer. I have.

Question. Did you converse with Mr. Lenthall or with Mr. Toucey in regard to the action of your partner who went on to Pensacola?

Answer. I have had conversations with both of them.

Question. Did you tell them what your partner had done there?

Answer. I did.

Question. What did they reply to that?

Answer. In every conversation that I had with Mr. Lenthall his replies were always evasive. I could not get anything direct from him. I complained to him that we had been badly treated in the matter; after one of our partners had been sent to Florida under the sanction of the Secretary of the Navy. He said he had no knowledge of that; and when that question came up before Mr. Toucey, he disowned any knowledge of it until Mr. Coates called his attention directly to it. I was present at the interview with Mr. Toucey when Mr. Coates was also present, and when Mr. Coates called his attention to the matter and recited the very conversation that was had at the time, which I can repeat if required.

Question. Give what Mr. Coates said to Mr. Toucey in your hearing?

Answer. Mr. Coates told Mr. Toucey that Mr. Degraw went on to Pensacola with his sanction. Says he, "I came on here on the first of September, the very day upon which one-half of this timber was to have been delivered. I called upon you for an extension of the time, saying that it was impossible for any body to fill this contract within the time. You replied to me that you could not extend the time; that you were not in the habit of doing so. I then said to you that if our contract is to be annulled for non-fulfilment I want to know it now; because I do not want to expend any more time or money upon it. But if we are to be treated as other men have been, and we are to comply with the wants of the government, we are ready to undertake to do that. And I said to you, had not one of us better go on to Florida and ascertain what are the wants of the government there. And to that, Mr. Toucey, you replied, you had better do so and report to the department." This conversation Mr. Coates repeated, and then Mr. Toucey admitted that it was so. Upon that having taken place on the 1st of September, my partner, Mr. Coates, came home, and we sent Mr. Degraw on to Florida and he reported to the department what he had done. But the very day that our first delivery was to have been made, we received notice that our contract was annulled. We were permitted to deliver up to the fifteenth of September.

Question. Does not the contract say the first of the month?

Answer. The terms of the contract were, that we were to deliver one half of the timber on the first of September and custom carries that up to the middle of the month, the 15th. If the contract had said "by the — day of September," then it would be on the 1st day of the month; but it said "on the 1st of September," and that carries

it up to the 15th. We received the notice on that day or, I think now that it was on the 16th.

Question. Have you that notice with you?

Answer. I have not.

Question. What was the purport of it?

Answer. It was this: we were notified that our contract not having been complied with, had been annulled and a new one made with other parties. The notice was a very short one and I have given the purport of it, and I think very nearly verbatim.

Question. Was your partner then in the south?

Answer. Yes, sir.

Question. How long after that did he return?

Answer. I think he returned about the 20th of the month.

Question. When was this interview concerning which you have just testified?

Answer. It was some time in October last; I cannot now recall to mind the exact day. We had two interviews with Mr. Toucey, two days in succession, and what I have related occurred on one of those days.

Question. Did Mr. Toucey, in these interviews, claim that this live-oak was needed for the special exigencies of the service at Pensacola?

Answer. Perhaps I would better state the conversation. I had most of the conversation with Mr. Toucey myself. We opened our case by papers which had been sent to the department the day before. Mr. Toucey first replied to our papers, and after his reply I took up the other side of the question. Mr. Toucey said that the government understood its own wants best, and they were not to be questioned. They meant what they said when they advertised for a thing. In reply to that, I told Mr. Toucey that we so understood it; that before making the bid we had made the investigation of the manner in which parties had been and were treated; and that we had come to the conclusion that the substantial wants of the government were all that we were required to fill; that if we could live up to that, it would be all they would require; and I said I felt that I had a right to conclude that, for this reason, if the government did need this timber so promptly, they should not have used up nearly all the time that intervened between the opening of the bids and the making of the contract in canvassing the bids, which would hardly require a moment's time. More than three weeks had elapsed from the opening of the bids upon the 15th of July to our notification upon the 8th of August. Our notice of acceptance was dated upon the 6th of August, and if my recollection serves me, we had then ten days, by the terms of the advertisement, to execute the contract, which we did not take, for we executed it upon the same day that we received it and sent it to the department. I said to Mr. Toucey, if the government requires so prompt a delivery they should not have used up so much of this precious time, and, having done that, we had reason to suppose they would not require it. Having ascertained at the station that they did not want the timber, we proposed to comply with their wants, and

furnish the timber as fast as they needed it. We felt that we had a right to complain of the treatment. That was all the conversation.

Question. Did your partner make any arrangement for getting out the timber?

Answer. He did, sir.

Question. When were those arrangements stopped?

Answer. Those arrangements were made conditional; if he returned or gave notice then the man was to go on. He did not do anything. Mr. Degraw or myself were to return immediately. Although we had to do it at the hazard of our lives, (the yellow fever prevailing, and everybody with the means of getting away from that section of the country fleeing,) still we went there, and would have gone again.

Question. Did Mr. Swift deliver any portion of the live-oak you were to deliver, or has he up to this date?

Answer. I have information from Mr. Grice with regard to it, but do not know anything about it myself, unless it is that I called upon Mr. Lenthall yesterday, and Mr. Lenthall told me that within four weeks they had received a telegraphic despatch from the commandant at the station that a vessel had arrived with a cargo of that timber.

Question. Could you, in the execution of your contract, have delivered all that live-oak by the 1st of February?

Answer. We could; I have no doubt of it.

Question. When could you have delivered the first cargo?

Answer. I should not have regarded it as practicable to deliver the first cargo before the 1st of December.

Question. Could you have delivered it by that time?

Answer. We could, sir.

Question. Under the arrangements made by your partner?

Answer. Yes, sir. We had procured the timber, and it was within a very short distance of the station—within ten miles of it. We had secured the timber and made a bargain for it at three different points, from 6 to 12 miles from the station.

By Mr. Groesbeck:

Question. What loss did you make from this operation?

Answer. It is hard computing the loss. Our expenses up to the time we were here in October were a little over \$1,200. Since that we have been continually pursuing the matter. This is the second time Mr. Coates has been here since.

Question. You say that your partner at Pensacola was informed that certain timber would be required there soon, and made arrangements to supply that want. Why did he make those arrangements conditional?

Answer. The reason that he made it conditional was that he was to go on there immediately after he came home.

Question. But why did he postpone the work of preparation for getting out the timber, and make the arrangement conditional until he returned, if he had the contract already in his hands?

Answer. I cannot answer that question, only that he proceeded prudently in the matter. We were proceeding to execute a contract after the time had expired, after we had been refused an extension,

but it was upon the presumption that we would be treated as others had been.

Question. When was it that your partner went there?

Answer. My partner went there after the 1st of September—I think about the 5th of September.

Question. When did you get the contract?

Answer. The contract was received and executed at Fulton, in Oswego county, on the 8th of August, and returned to the department.

Question. What were you doing between the 8th of August and the 1st of September? You say you did not begin to make arrangements; was not that a delay and neglect in a contract so urgent as this?

Answer. You should bear in mind that at that time the climate at Pensacola was such that no prudent man ought to risk his life there.

Question. Did not you do it?

Answer. We did do it after we found it necessary; but we did not suppose the government would require a man to go into that climate at that season of the year. So we corresponded with the department, writing to them and asking information in relation to it. We also visited the navy yard at Brooklyn.

Question. When your partner went down to Pensacola and consulted with the commandant in relation to the timber which the government would want, from time to time, why did he make the arrangement conditional?

Answer. Because we had an abundance of time for it. He was to deliver these few sticks within sixty days from that time, and he had abundance of time to come home and see his partners upon the subject. If it had been required in ten days there would have been no conditions about it; but we had an abundance of time.

Question. I understand that for these few sticks he made the arrangements conditional, so that they did not go to work immediately to get them out?

Answer. The person had the timber on hand.

Question. Your partner did not buy it then?

Answer. No, sir, he did not buy it; but he made the arrangement, so that, upon giving notice after he got home, the timber was to be delivered.

Question. When was he to deliver the timber?

Answer. Whenever Mr. Porter required it, Mr. Porter said he should only want a few sticks for that vessel, and should not require the timber to be delivered for sixty days, for the reason that the weather was such that he could not keep any men there. He had no men at work; but he thought he could resume work in about sixty days.

Question. Did you ever make any arrangements at all for the delivery of the entire quantity contracted to be delivered?

Answer. Yes, sir.

Question. When?

Answer. Mr. Degraw made those arrangements at the time. We

expected to go on to deliver the timber, but he secured the timber and made the arrangements. We were moving upon an uncertainty all the time in that.

Question. How much time was consumed in canvassing the bids? When were they put in, and when were they opened and decided upon?

Answer. They were to be received upon the 15th of July, I think. The date of the notice that our bid had been accepted was August 6—about two weeks. There were seven or eight bids in all.

Question. Was any time designated in the advertisement when the bids would be opened?

Answer. I do not think there was. My impression is, that the advertisement stated that these bids would be received until a stated hour upon the 15th of July.

Question. When did the advertisement state that the contract would be awarded?

Answer. I do not recollect that it stated the time.

By Mr. Bocock:

Question. You have been a long time a contractor with the government; have you usually been in time, or otherwise?

Answer. I never failed with a piece of timber. I was always in time.

Question. In your present contract with the Bureau of Construction have you exactly come up to the time?

Answer. Yes, sir; I furnished the entire amount, or had it ready, within the time for the first delivery. We delivered a portion at one time and a portion at another; but it was complete long before the time was up.

Question. In supplying timber did you always get it out yourself, or did you purchase it from timber-cutters?

Answer. We superintended the getting out of our timber always. I expected to take my own force of men that I have employed for years to get out that timber.

Question. How long does it take to go to Pensacola from New York?

Answer. From our place, at that season of the year, it would require about eight or ten days.

Question. And as long to return?

Answer. Yes, sir.

Question. When did Mr. Degraw set out for Pensacola?

Answer. About the 5th of September.

Question. At what time did he return?

Answer. About the 1st of October. He was gone twenty-five or thirty days.

Question. I think you stated the 20th of September?

Answer. Perhaps I did; but I think, from the time that he was gone, that he must have returned about the 1st of October. I know that Mr. Coates was here the 1st of September and came immediately home, and that the very next day Mr. Degraw started for Pensacola.

Question. Is there any telegraphic communication between Washington and Pensacola?

Answer. I presume there is.

Question. When he had made his arrangements there, could he have telegraphed to the Navy Department?

Answer. I do not know; I presume he could.

Question. You say that in the conversation between yourself, Mr. Coates, and the Secretary of the Navy, the Secretary at first denied that the previous conversation had occurred. What did he say about it?—that it had passed his mind?

Answer. When Mr. Coates refreshed his memory and repeated his language he admitted that it probably was so. He did not deny it then.

Question. Did he give any further reason then for not waiting until Mr. Degraw's return?

Answer. He gave a reason for that in the first instance—a reason for taking away our contract and giving it to other parties. The reason was that the government had been annoyed very much by irresponsible men, who had no design to fulfil their contracts, who knew nothing about it, but who would bid and enter into a contract, and if they found it was convenient, and they could make money out of it, they would go on; and if not, they would back out. This had annoyed and disappointed the government very much. In reply to that I stated to the Secretary that I knew my business; that I had been a successful contractor with the government, and had furnished the most difficult kind of timber to furnish for twenty years, the gun timber for the ordnance department; and I referred him to Colonel Craig for the facts in regard to it. I told him that I had a good standing among contractors, and had always fulfilled my contracts.

Question. Has your firm been successful in making money? Is it a strong firm pecuniarily?

Answer. We assured the Secretary of this; that we made the bid in good faith, and had the brains and money to carry it out as speedily as any other set of men. We have been successful in some instances; not very, in this.

Question. Are you men of wealth?

Answer. No, sir; we are not wealthy men. We have the means to carry on our business. We have means of our own and credit to carry out anything we undertake. In that I may say we are a strong firm. We can command means.

Question. When Mr. Lenthall told you that that vessel had come into Pensacola, did he give any reason why it had not come in sooner?

Answer. No, sir.

Question. Did he say anything about its having been detained by yellow fever?

Answer. No, sir; nothing of the sort. He only said that they had received a communication from the commandant stating that a cargo of that timber had come, and inquiring whether it should be received. He had replied, giving orders to receive it.

By Mr. Groesbeck:

Question. You said that it was from grounds of prudence that your partner made this arrangement conditional. I want to know what you mean by that?

Answer. I mean to be understood by that, sir, that we were in doubt about this matter. We did not know. We came here and applied to the Secretary to get an extension of time, that we might go on understandingly; that we might understand distinctly how we were to be treated. He said we could have no extension of time; that the department were not in the habit of giving it. We said we were ready to comply with the substantial wants of the government. We stated to him then what we had ascertained from the navy yard at Brooklyn was the treatment of other men. All that we asked was to be treated as others had been. We wanted that understood. He said, I can give you no extension of time. There was an uncertainty about it, to my mind; we felt so; still we felt confident that we should receive the same treatment, and it would all come out right. We would go on, and get our timber, and comply with the wants of the government. We were taken entirely by surprise. We had the utmost confidence that we should go on and fulfil the contract. We did not cherish a doubt about it scarcely.

Question. You had an apprehension?

Answer. It was not certain, and we could not get any assurance that we should have this lenity.

By Mr. Bocock:

Question. Are you a relative to Mr. or Mrs. Toucey?

Answer. I am not to either that I know of; I may be and not know it. I understand that the Beach family are connected, and it may be that I am. I will state now that when the question was asked me if I had ever submitted a bid to the Bureau of Yards and Docks, and I answered that I had, that it was a misapprehension; I meant the Bureau of Construction.

HENRY G. BEACH.

No. 42.—SAMUEL P. BROWN, ORLAND, MAINE.

FEBRUARY 4, 1859.

S. P. BROWN was sworn and examined.

By the Chairman:

Question. Where do you reside?

Answer. At Orland, in Maine.

Question. What is your occupation?

Answer. I am a lumber merchant and dealer.

Question. Are you a member of the legislature at this time?

Answer. I am, sir.

Question. I will ask you whether you were a contractor to furnish live-oak to the government during the fiscal year ending June 30, 1858?

Answer. I am a contractor, but the contract was made in 1856.

Question. When was it to be filled?

Answer. In one and two years.

Question. Did you bid to furnish live-oak to the government for the year commencing July 1, 1858?

Answer. I made an offer for live-oak under advertisement issued last June, which I think was the only one issued.

Question. State whether the table here printed (in the Report of the Secretary of the Navy, p. 552,) exhibits your bid correctly.

Answer. It does, sir..

Question. Were you a successful bidder?

Answer. I was not.

Question. What peculiarity, if any, was there in the terms of the advertisement for bids?

Answer. There was one circumstance about the advertisement which made it appear very peculiar, and that was the length of time given for the delivery of the timber.

Question. What time was allowed by the terms of the advertisement?

Answer. One-half the timber was to be delivered before the 1st of September, 1858, which gave, from the time of the execution of the contracts, only some ten days for the delivery of the timber. Although the bids were issued some forty days before, the successful bidders were not notified, to my knowledge, until some 20 days after the bids were opened, and then were allowed ten days to complete their contracts and file them; and from that time about ten days remained for the delivery of the first half of the timber.

Question. Was it possible for the contractor to do this?

Answer. It was, if the timber was already landed at the yards; in no other case.

Question. Is this live-oak all cut in Florida?

Answer. On the Gulf of Mexico principally; some little upon this side, in Georgia.

Question. Who was the successful bidder?

Answer. William C. N. Swift, of New Bedford.

Question. What does he furnish the government?

Answer. Live-oak timber altogether, I believe. I am not aware that he furnishes any other kind.

Question. Did he furnish live-oak timber during the year ending June 30, 1858?

Answer. He did, sir.

Question. Do you know of his storing in the docks or yards of the United States any live-oak not included in this contract?

Answer. Yes, sir.

Question. To what extent? What amount, and where?

Answer. I do not think I could tell anywhere near the exact amount, but at Charlestown I know he had a cargo, and I should say a good-sized cargo—some six or seven thousand feet. At the Brooklyn yard I know that he had considerably more than that. I think he sent a whole cargo of timber, of which only one piece was received, under his contract, and he was trying to negotiate for the sale of his tim-

ber. Captain Delano, the constructor, had been asked about the price of such timber, and he requested me to look it over, and asked me what I thought of the price. Captain Delano told me that he had reported it to the department.

Question. Was that timber within the contract?

Answer. It was not; he had contracts at the yard at this time.

Question. In what respect did the timber vary from the contract?

Answer. In the diminished size of the pieces.

Question. Were they more or less valuable than those contracted to be delivered?

Answer. Less valuable, because they were smaller.

Question. Was Mr. Swift allowed to pile this timber in the yard?

Answer. He was, sir.

Question. Were you allowed the same privilege when your timber did not come within the contract?

Answer. I was not.

Question. What was you required to do with yours when it did not come within the contract?

Answer. At the time I was delivering white-oak timber at the New York yard, I had several pieces which were not according to the contract, and which were rejected. I got my bills and carried them to the commodore. Captain Root, then acting, told me that he could not approve them until every piece not according to the contract was taken out of the yard.

Question. Why was this privilege granted to Mr. Swift, and not to you?

Answer. I do not know. The next day I asked Commodore Kearney about it. He told me that it was so; that he had an order from the department, and could not approve the bills. I asked him why this partiality was shown; why Mr. Swift was allowed to pile up cargoes there, while I could not be permitted to land one stick? Commodore Kearney replied that the timber was received under instructions from the department, and he knew nothing further about it than that.

Question. Who was in connexion or partnership with Swift in this business?

Answer. In his contracts I think he is connected with no one but his brothers.

Question. Had you any conversation with Mr. Swift in regard to this live-oak timber?

Answer. I had, at different times.

Question. State the conversation which you had with him, and when and where it took place.

Answer. I think about the middle of June, 1858, I had one conversation with him; that was after this advertisement was issued by the department. I told him that I was disappointed to see this advertisement come out; I knew that it was got out for his benefit and for that of Mr. Bigler, and that the way they were managing the thing would not give satisfaction. I advised him, for his own reputation, to go to the Secretary and induce him to withdraw that adver-

tisement, and let him purchase his timber, if he wanted it for immediate use. He told me he had been trying to induce the Secretary to do that same thing, but the Secretary told him that he had no authority to purchase this timber. He had made up his mind that he could not do it without advertising; but the advertising arrangement was such that nobody could offer for it but himself, because he had timber in the yards, and he knew that no other man could fill the offer, and it would only be trifling to make any offer. I stated to Mr. Swift that I should make an offer to take the contract in good faith, and then should ask the Secretary for an extension of time. Says he, "He will not grant it." "Well, then," said I, "let him do it, and I will report the thing to Congress next winter."

Question. Did you make your bid?

Answer. I did, sir.

Question. Did other parties make bids also?

Answer. Yes, sir.

Question. Who are those bidders, as you find them in the report? Are they engaged in that business? Are they well known dealers in such timber?

Answer. I am acquainted with all, more or less, excepting Coates, Degraw & Beach. I do not know whether they are dealers in that kind of timber or not.

Question. Who was interested with Swift in the present live-oak contract?

Answer. Mr. James Bigler. He told me that the arrangement with Mr. Swift was that Mr. Swift was to receive his timber in his own name and pay him for it, at the Kittery navy yard and some other yard,

Question. Did he mention any other yard?

Answer. Yes, sir, he mentioned the Philadelphia yard.

Question. Was this arrangement between Swift and Bigler carried out?

Answer. It has been.

Question. Did the advertisement for bids for live-oak, issued June 14, 1858, correspond in any respect with the description of lumber Swift had delivered at the navy yard?

Answer. I should think it might, in some respects. I should think there would be a small portion of it which would be of the same dimensions with his contract, but it would be very little.

Question. What peculiarities were there in the advertisement last June, besides the time?

Answer. The timber required was unusually small, and an unusual quantity of straight timber and short timber were required. It was a kind of timber the government has never been in the habit of purchasing much.

Question. Was it a kind of timber which Swift had upon the dock?

Answer. It was, sir, mostly. I am not aware that the advertisement covered all that he had upon the docks, but it covered the principal part of it.

Question. Is that a desirable kind of timber?

Answer. It is desirable for any purpose it can be used for.

Question. It is not so valuable?

Answer. It is not so desirable for the government on account of its size. It is not near as valuable for private yards either. It is a kind which does not sell for near as much as larger timber.

Question. Was you at the Kittery navy yard in 1858?

Answer. I was.

Question. What conversation did you have with Commodore Pope?

Answer. At that time I was delivering timber, and had some conversation with Commodore Pope, who was commandant of the yard. He stated to me at one time that Mr. Bigler had a cargo of timber there, and there were only some two or three pieces in it which could be received under his contract. The contract was nearly full, and he refused to receive the cargo and would not let him land it without positive instructions from the department. Mr. Bigler told him, in my hearing, that the department had agreed to purchase his timber at a certain price. He had come to Washington and made an arrangement with the department to take it, and wished the commodore to take his word for it. Commodore Pope refused to take it without instructions from the department. Mr. Bigler telegraphed to the department, and I think I went to the telegraph office with him. He received a letter or despatch from the department, which the commodore told me he did not consider a positive order to receive it. He would not receive it then until he got a letter from the department giving him positive instructions. He had the letter in his hand, and said that the department gave him positive instructions to receive this into the yard. This same timber was advertised for in a few days. I have no doubt, at least, that it will be taken as a part of that required under that advertisement.

Question. To whom was the timber under this advertisement awarded at first?

Answer. To Buxton & Lawrence, Samuel B. Grice, and Coates, Degraw & Beach.

Question. You say that they could not comply with their contract?

Answer. No, sir; it was an impossibility.

Question. Did the department vacate their contracts on the 1st of September, or soon after on account of non-compliance?

Answer. Yes, sir.

Question. Have you learned this from the department or any officer of the department?

Answer. Yes, sir; I know from the chief clerk that the contracts were annulled at Pensacola. Messrs. Buxton & Lawrence had executed a contract and brought it on here and put it into Mr. Appleton's hands; but I was informed by the chief clerk of the Bureau of Construction that it was not put in in time.

Question. Do you know the reason why Mr. Appleton did not file that contract?

Answer. I do not.

Question. To whom was the furnishing of this timber afterwards awarded by the department?

Answer. To William C. N. Swift.

Question. Has he now the contracts for the delivery of the live oak.

Answer. He has, unless some of his contracts have been annulled by the department.

Question. Was this old live oak taken in under his new contract?

Answer. At some of the yards it has pretty much all been taken, if not all. I have not been at all the yards; I know it was taken at the Kittery yard, at Charlestown, and at Philadelphia; pretty much all of it. I presume some of the pieces were left out. There is always some rejected timber. But the principal part of the timber has been taken.

Question. Has Swift complied with his contract of last year, fully?

Answer. He had not, at the time that these contracts were made.

Question. Have you any information from the department showing whether he has complied with this new contract made in September.

Answer. He has not if the terms were the same as those of the first contracts, as I understood they were. I was at the Pensacola yard, and the constructor there informed me, in the commodore's office and in the presence of the commodore, that he had not delivered a piece of timber under that contract.

Question. And yet, by the terms of the contract one-half was to be delivered by the first of September?

Answer. Yes, sir; one-half by the first of September, and the other half by the first of February.

Question. What has been the usual course pursued when the lowest bidder fails to enter into or comply with the contract?

Answer. When the lowest bidder declines or neglects to fulfil the contract, it has always been the custom, to my knowledge, for the last 12 years, in all lumber contracts, to give it to the next highest bidder.

Question. Under this arrangement, who would have received the contract upon the failure of the lowest bidder?

Answer. Samuel B. Grice, at the Pensacola yard.

Question. This you know only by reference to the printed record?

Answer. That is all, sir.

Question. Was Swift the next bidder in any case?

Answer. He was not.

By Mr. Bocock:

Question. Are you a member of the legislature of Maine?

Answer. Yes, sir.

Question. Of what politics, if you please?

Answer. That is pretty hard telling; I was elected as a kind of independent candidate; perhaps the largest portion of my constituents were republicans.

Question. What was your opposing candidate?

Answer. An administration demócract.

Question. You have been a contractor with the naval department for timber for the last ten years?

Answer. Yes, sir; I should say so; the records will show the time.

Question. You failed to get any contract at this last bidding?

Answer. I did, sir.

Question. You were estopped by some peculiarity in the advertisement for live-oak timber last summer?

Answer. Yes, sir.

Question. Nevertheless you put in a bid?

Answer. I did, sir.

Question. Did you make your bid as low as you would have done, had that peculiarity not existed; did you put in your bid at the lowest rate, allowing a reasonable time to finish it?

Answer. I did not; if I had had two years, or one year, I should have offered at a less price.

Question. How much is the usual time?

Answer. I have never known contracts to be made for less than two years, before the last.

Question. Did you put on additional prices in order to enable you to deliver at the time called for by the advertisement?

Answer. In the first place, I took pains to ascertain how much of this timber would be wanted, and I supposed if it was not wanted, I could get an extension of the time; I knew I could deliver it this winter, which I supposed would be in season; but I bid at a higher rate, with that understanding that I could deliver it this winter, because I knew it would be much more expensive to force so much timber into the yards in so short a time; if I had been allowed one or two years, I could have operated with smaller crews.

Question. You bid at the lowest price that you could have afforded to bid if you had been allowed six months?

Answer. Yes, sir.

Question. But at a higher price than if you had had two years to deliver in?

Answer. Yes, sir.

Question. To whom was the bid for Kittery originally assigned?

Answer. To Buxton & Lawrence.

Question. Was their bid lower than yours and all others?

Answer. It was the lowest bid, sir.

Question. Then so far as Kittery is concerned, if the timber came up to the requirements of the department, the government lost nothing; they took the lowest bid?

Answer. Yes, sir; they took the lowest bid.

Question. And it was a bid to furnish it lower than you could have furnished it if you had been allowed six months?

Answer. Yes, sir.

Question. To whom was the contract awarded at Charlestown?

Answer. To Buxton & Lawrence.

Question. Were you a bidder for Charlestown?

Answer. I was.

Question. And at Brooklyn, the same?

Answer. At Brooklyn the same.

Question. Suppose the government had been able to wait one or two years, how much could you have fallen below the bids of Buxton & Lawrence; under your present belief would you have bid lower than they did?

Answer. Yes, sir; considerably lower.

Question. How much lower do you think?

Answer. I could not say exactly; I should say that 90 cents a foot would pay for that timber with one and two years to deliver it, their average price is \$1 09.

Question. At those three yards, did Buxton & Lawrence enter into the contract?

Answer. I understand that they entered into the contract, but that it was not filed in time with the Secretary.

Question. At how many yards did they fail?

Answer. At all three yards. They were all made one contract.

Question. At these three yards, Kittery, Charlestown, and Brooklyn, was the contract afterwards given to Mr. Swift?

Answer. Yes, sir.

Question. Who appears to be the lowest bidder at the Philadelphia yard?

Answer. Samuel B. Grice.

Question. Was the contract awarded to him?

Answer. Yes, sir.

Question. You were a bidder?

Answer. Yes, sir.

Question. Was the contract entered into with Mr. Grice?

Answer. It was.

Question. Is that contract in existence at this time?

Answer. It was afterwards annulled by the department?

Question. Who got the contract there, afterwards?

Answer. Swift.

Question. How was it at Gosport?

Answer. The same.

Question. How was it at Pensacola?

Answer. Coates, Degraw & Beach got the contract there.

Question. Is that still in existence?

Answer. No, sir; that was annulled, and given to Mr. Swift.

Question. Who is Mr. Beach?

Answer. I do not know either of the parties, sir.

Question. Do you know whether he is a connexion of the Secretary or not, or of his wife or family?

Answer. I do not know that he is.

Question. Who is Mr. Bigler?

Answer. Mr. Bigler is a lumber dealer in Newburgh, New York.

Question. Is there any relationship between him and the senator?

Answer. He has told me that he was a very distant relative.

Question. Where was it that your timber was refused admission and Swift's admitted?

Answer. At the New York yard.

Question. Who was the commandant there?

Answer. Commodore Kearney.

Question. Did the same thing happen at Charlestown, Massachusetts?

Answer. Yes, sir; and Mr. Bigler had timber at the Kittery yard which was received when it failed to comply with the contract.

Question. Do you know any reasons the department had for getting timber with unusual expedition, and having it delivered sooner than usual at any particular time last summer; in other words, was there more building and repairing than usual going on in the yards?

Answer. There was.

Question. Do you know how many vessels were in the yards?

Answer. I do not know; I think I could tell; but this kind of timber was not much of it used, and I suppose has not been. These new sloops were built of white oak instead of live-oak, which was unusual.

Question. Do you mean the seven commenced last year?

Answer. I refer to the sloops ordered at the last session of Congress.

Question. Those just commencing?

Answer. Some of them are nearly done, I think.

Question. Are the frames of all of them white oak?

Answer. I do not know; I can say that at Kittery, Charlestown, and New York, I am certain they are white oak; I do not know about the others. I understood, I think, from Mr. Lenthall, that the bottom timber was ordered to be of white-oak.

Question. When you stated that the commandant at Kittery had received a letter from the department, did you mean from the Secretary of the Navy, or from the chief of the Bureau of Construction?

Answer. He told me that he received it from Mr. Lenthall, the chief of the Bureau of Construction, but that it stated it was by order of the department, or the Secretary of the Navy.

Question. Where does Mr. Swift live?

Answer. New Bedford.

Question. Have you been to the navy yards recently?

Answer. I have not been to the northern yards since the first or middle of November. I have been south since then.

Question. Do you know how much of that timber of Swift's has been used?

Answer. I could not tell; but the frames of the sloops are all up. They may have used some in repairs. I do not know how much has been used?

Question. When you spoke of smaller timber did you refer to timber suitable for smaller vessels, or too small to be used in any vessels at all?

Answer. I mean timber adapted to smaller vessels.

Question. Were those sloops built last year as large as those built heretofore, or were they in fact smaller vessels?

Answer. They were smaller.

Question. If the government had advertised for suitable timber

for these sloops would it not necessarily have advertised for smaller timber?

Answer. I presume they had timber enough in the yard that was small enough.

Question. Do you know that?

Answer. I know that the sloops were all in frame at the three yards I have spoken of, and that except at New York they had enough on hand. There they purchased a little outside of the contracts.

Question. Was this timber Mr. Swift had in the yards smaller than that advertised for?

Answer. The advertisement was for small timber, and this came within the advertisement.

Question. Do you know where this Mr. Beach lives?

Answer. In western New York, I think.

Question. Judging from your own course and your own views, and so far as you know the views of other gentlemen who bid, were the bids put in as low as if the proposals called for timber at six months instead of by the first of September?

Answer. I do not think the bids were as low.

Question. You stated that yours was as low as if you had had six months?

Answer. I do not think you understand me exactly. You asked me if I would furnish the timber the same as at six months. Still, in making this price, I knew I should have to come on to Washington to ask the Secretary for an extension, and anticipated trouble about it. I was satisfied that the Secretary was prejudiced in favor of Mr. Swift—I supposed so.

Question. What made you suppose so?

Answer. I knew he had the timber advertised for Swift & Bigler's benefit.

Question. Why did you bid then, if you knew that?

Answer. I was determined to go into it and fight it out. If my bids were not the lowest I would step aside.

Question. Then you did not bid as low as if you had been allowed six months?

Answer. I did not.

Question. How much lower would you have bid if you had been allowed six months?

Answer. The only difference would have been with regard to this trouble. Of course it would be an extra expense to come to Washington to get an extension of time.

Question. Were you disappointed when you failed to get the contract?

Answer. I was not.

Question. Is this the first time you have been without a contract for some years?

Answer. I have a contract now.

Question. When will it expire?

Answer. The time may have expired, but it is not yet filled. I

had a contract last September, being third bidder. The others failed, and in September Mr. Lenthall gave me the contract.

Question. Where was that?

Answer. At Pensacola.

Question. Who had taken that contract before?

Answer. There were two Pensacola men below me. The first one failed and it was then offered to Mr. Anderson, of Pensacola, the second bidder. He declined, and then the contract was offered to me. The contract was made and forwarded to me, the first notice I had stating that these two parties had declined, being lower than mine.

Question. When were those proposals made?

Answer. Last summer; as early as June or July, I think. That was for white pine.

Question. You say that although a good deal of timber was required to be delivered by Mr. Swift by the first of September, yet it was not delivered by the first of September, do you know when these other contracts were annulled?

Answer. No, sir.

Question. Do you know when the contract with Buxton and Lawrence was annulled?

Answer. It was not annulled at all. They failed to fill the contract in time.

Question. Did that cause any delay in making a contract with another gentleman?

Answer. Yes, sir.

Question. How long did they have to wait for Buxton & Lawrence to contract?

Answer. If they did not file the contract in ten days, they could go to the next highest bidder.

Question. How long did they wait for the next highest bidder?

Answer. No time at all. They annulled Mr. Grice's contract, and as soon as the time had expired and Buxton & Lawrence had failed to file their contract, they turned round and made the contract with Mr. Swift at all the yards.

Question. When was this done?

Answer. About the 15th of September, I think.

Question. Then, if the contract was made after the 15th of September, how was it possible that he should deliver the timber or any part of it before the 1st of September?

Answer. He had it already delivered.

Question. Does the timber deteriorate in value from being kept in the yard for a year?

Answer. Yes, sir.

Question. Is it less valuable?

Answer. Yes, sir; it rents very badly, cracks open very badly from lying in the sun.

Question. Did they expose it to the sun or put it under shelter?

Answer. They put it under a shelter as far as possible.

Question. Is it the custom of the government to keep live-oak timber on hand several years in order to season?

Answer. I have known them to have timber on hand for fifteen years.

Question. Has it been the habit of the government to have the timber prepared a year or two before use, and to keep it on hand?

Answer. Yes, sir.

Question. Is it necessary that timber should be allowed some little time to season before being used?

Answer. I have no doubt that timber is better to be docked a short time in the water, and then put into a shed and seasoned there.

Question. How long should it season?

Answer. It should be docked from three to six months, and then seasoned for six months or a year.

Question. Was there any other seasoned timber in the market? Could they have got seasoned timber from no one else than Swift & Bigler?

Answer. A good deal of their timber was green and not seasoned.

Question. They had timber in their yards?

Answer. Yes, sir; the government had timber in their yards which had been seasoned for fifteen years.

Question. To what extent?

Answer. The report of the Secretary of the Navy will show. It was a pretty large quantity.

Question. Does not live-oak timber decrease in value lying so long?

Answer. Probably not much. Other timber does, and probably live-oak does some. Of course, it would decay slowly, or not so rapidly as most other kinds of timber.

Question. Did you feel a little offended in consequence of the course pursued last summer in relation to these contracts?

Answer. I was not. I was not the lowest bidder. If I had been, perhaps I might have felt offended.

No. 50.—SAMUEL B. GRICE, PHILADELPHIA.

FEBRUARY 8, 1859.

SAMUEL B. GRICE called and examined.

By the Chairman:

Question. What is your occupation?

Answer. I am a timber dealer and contractor.

Question. Where do you reside?

Answer. In Philadelphia, sir.

Question. Did you propose for the delivery of live-oak timber under the advertisement of the Bureau of Construction, dated June 14, 1858?

Answer. I did, sir.

Question. State whether or not you were the lowest bidder; and for which of the yards?

Answer. I was the lowest bidder for the Philadelphia and Gosport yards.

Question. State whether or not you executed the contract with the department for those yards?

Answer. I did, sir.

Question. Did you deliver any timber under the contract; and if so, when?

Answer. I delivered a cargo of timber at the Philadelphia yard early in September, which was landed at the yard.

Question. How many feet?

Answer. There was in the invoice about 2,700 feet, but it was not all received. I think not more than half of it was received, if I remember now.

Question. What was the amount of live-oak to be delivered under your contract at each yard?

Answer. 25,000 feet at each yard.

Question. Had you any other live-oak on the way waiting to be received?

Answer. I had a cargo of live-oak that subsequently arrived at the yard, which was not received.

Question. When was that?

Answer. That was subsequent to my first delivery, and in September, about the 16th.

Question. Why was it not received?

Answer. On the account that the time for the delivery by the contract had expired.

Question. Did you have any correspondence with the department upon the subject?

Answer. I did, sir.

Question. What was the purport of that correspondence?

Answer. I was informed by the bureau that the terms of my contract not having been complied with, a contract had been made with other parties. I applied also to the commandant of the yard to receive my timber, but he refused to do so, by order of the bureau as

he stated, to which I entered a protest both to Commodore Stewart and to the Bureau of Construction.

Question. Was there any further correspondence on the subject?

Answer. Upon my protest to the bureau, I was informed by the Bureau that the protest should be addressed to the Secretary, as his orders came from there. There was no further correspondence than that; I made no reply to that letter.

Question. State whether your contracts were annulled or not; and if so, when, and for what reason?

Answer. The contracts were annulled by the letter from the bureau dated on the 16th of September, on the ground included in my previous reply, that the terms had not been complied with, and a contract had been made with other parties.

Question. Please produce that correspondence, if you have it.

Answer. I have some of it; I do not know whether I have it all, or not. [See Appendix, for correspondence.]

Question. State any difficulties in the way of procuring and delivering live-oak by the first of September last—between the date of the award to you and the first of September.

Answer. Live-oak timber is an article that is not kept on hand, while other kinds are; it is a very rare circumstance, at any rate. It is usually cut after the contracts are made. I never knew any other instance than this, to the contrary. It is procured in the States of Florida and Louisiana, now; and it would be impossible to cut it within that time, as expeditions have to be sent from here to those places to procure it; and from the middle of August, about which period my contract was made, up to the first of September—leaving but two weeks, or at the most sixteen or seventeen days—it would be preposterous to suppose it could have been delivered unless persons had the material on hand at the time. There was no timber on hand to supply so large a contract, that I know of, except lots lying in the navy yard, and a small lot that I had the command of in the city of New York, which was the timber referred to as having been delivered under the contract, not in the navy yard.

Question. What efforts were you making, or what steps were you taking, to execute the contract as soon as possible?

Answer. I had made arrangements with a gentleman in New York to fit out an expedition to proceed to Louisiana; they were to have sailed from the 1st to the 10th of October, to procure the timber, and although we did not expect to deliver it by the 1st of September, we expected to have delivered the whole of it by the 1st of February, which was the final period.

Question. State whether any parties had any live-oak at any of the navy yards of the United States; and if so, who, and in what quantities?

Answer. There was a quantity of live-oak in the Philadelphia navy yard; a quantity of about ten thousand feet belonging to Mr. Swift, as I understood. In the Gosport navy yard, where I was in the month of August, I learned that there were some thirty thousand feet there belonging to Mr. Swift and Mr. Bigler, in the aggregate.

Question. Did you see it?

Answer. I saw some timber there that was pointed out to me as belonging to the old contractors; it was understood that it was Mr. Swift and Mr. Bigler; I saw no timber at other yards.

Question. What was the quality and size of that timber in comparison with other live-oak timber furnished to the government?

Answer. The quality in shape was inferior, the timber being straight, or a large proportion of it straight, which is very unusual for shipbuilding purposes; for live-oak timber the difficulty is to get it crooked enough, as crooked timber is required for a large portion of ship building; the quality in size was inferior, as much of it was of smaller dimensions in the sidings of it or the thickness of it.

Question. State whether there was any peculiarity in the advertisement of June 14, 1858, that attracted your attention?

Answer. There was great peculiarity in it; it was in the short time allowed for the delivery of the timber, and it was in the size of the timber, as also the expression that a large proportion of a certain size might be straight; that was an unusual expression so far as my experience went.

Question. How did the timber of Swift & Bigler in the navy yards correspond, as to size and description, with the timber described in the advertisement?

Answer. In the Philadelphia yard it corresponded so nearly—this ten thousand feet which I spoke of—as to be all received under that contract, with the exception of a very few sticks, as I understood. I refer to the contract which was subsequently made with Mr. Swift, when mine was annulled.

Question. If the advertisement of June 14, 1858, had given the usual time, or had given six months' time, within which to deliver the timber described in that advertisement, how much less, if any, would you have bid for its delivery—either in per centage or in cents, I do not care which way you make it?

Answer. If it had given the usual time, I should have been willing to take it for fifteen per cent. less. If it had only given six months, or till the 1st of February, I do not know that I should have taken it for any less. It would have brought it all into the present winter; and the difficulty in the navigation of the Delaware river, particularly in January and February, would have rendered it very difficult to deliver it in that time. The usual time is from eighteen months to two years.

Question. What amount of stock of live-oak was then in store in the navy yards?

Answer. I am hardly prepared to answer that question except from hearsay.

Question. After your contract was annulled, with whom was the new contract made, if any?

Answer. New contracts, I understood, were made with Mr. William Swift.

Question. How did the live-oak of Mr. Swift happen to be in the yard?

Answer. It was the accumulation of timbers not received on contracts of previous dates and yet existing—as I presume not received on account of its shape and size.

Question. Was it usual to allow the timber contractors to store their refuse timber in the navy yard?

Answer. There is an order of the Bureau of Yards and Docks against it, and I have been compelled to remove timber before receiving my bills in such quantities as then in yards was very unusual. I know of no instance parallel to it.

Question. Do you know upon whose orders that was done?

Answer. Captain Carr, of the Philadelphia yard, told me that they were ordered to pile it up in the Philadelphia yard at the expense of the contractor; that there had been a correspondence upon the subject?

Question. Were you in the Navy Department on or about the 14th of July, 1858?

Answer. I was, sir.

Question. Did you converse with the chief of the bureau, Mr. Lenthall, about opening the bids?

Answer. Yes, sir.

Question. What was said?

Answer. The chief of the bureau told me that in the absence of the Secretary, in consequence of sickness, he could not open the bids, and could not until his return. I observed to him that it was usual for the bids to be opened below. He said it was the Secretary's own matter, and he could not take the responsibility of opening them; and I said nothing further.

Question. Is that the substance of what was said?

Answer. That is the substance of it.

Question. Did you have an interview with the Secretary of the Navy upon this subject, and if so when?

Answer. I did, sir, sometime in September, from the 12th to the 15th.

Question. What was the purport of that interview? State what was said upon both sides?

Answer. I told the Secretary, naming the object of my call, that it was quite impossible to procure the timber within the time named in the contract. I knew it was impossible. He told me that it was his intention to annul the contracts; and observed to me that he wished gentlemen to know that when the department made a contract, or named a time for delivery, the department was presumed to know when they would want the article, and he would expect them to come up to that time; that there were parties, or a party, (I cannot say which term he used,) who would supply the material at the same price that I was to have, and thus save me from loss, as far, I presume he meant, as damages to the government was concerned, upon the contract. That was the gist of my conversation with the Secretary.

Question. What did you say to him with regard to difficulties in

complying with the contract, in delivering the live-oak at the time specified, if anything?

Answer. Nothing further than that the time was too short for delivery. I might be permitted to add that I stated to him that it was the usage, in my experience, for the government not to urge these things where the material was not positively required; and upon such usage I had made my bid, supposing it would not be required within those dates, and I would have it on hand by the time it would be required.

By Mr. Groesbeck:

Question. How long have you been a dealer in live oak?

Answer. I first went into the live oak business in 1838 with my father.

Question. When was it that you delivered a cargo at Philadelphia?

Answer. In September; I cannot tell the exact date; it was between the 1st and the 15th of September.

Question. How many feet were there in the amount delivered?

Answer. The amount received was about 1,300 feet; only about one-half of the timber put ashore was received.

Question. Did you ever say anything to the Secretary after your contract was rescinded? You say you protested to Mr. Lenthall, and he advised you to address your communication to the Secretary, did you say anything to the Secretary?

Answer. Not afterwards. I do not recollect any conversation with the Secretary subsequent to that.

Question. Are you aware that the Secretary was in a great hurry to procure this timber; were you not aware at the time that he was hurrying this matter very much?

Answer. I had nothing but the advertisement to govern me; I judged from that that they were hurrying.

Question. Did you learn from no one that he was hurrying in getting out these ships in reference to some difficulties? Were you not advised that he was anxious to have these ships launched as soon as possible?

Answer. I know from common rumor that he wanted the ships launched as soon as possible, but that had no reference to this live oak; this has not gone into any of the ships that have been built or are being built.

Question. Do you know that it has not?

Answer. The vessels were built of white oak, at Gosport and Philadelphia.

Question. Do you know of what they are built?

Answer. Rumor says they are built of white oak.

Question. What was this live-oak timber wanted for?

Answer. I cannot say, sir. For prospective purposes, perhaps.

Question. You think it was not wanted for these ships?

Answer. It was not put in them; they were not built of it. This very fact shows that, for some of the ships, or one at Philadelphia, I know, has been launched, and the contract has expired but a few days

since. The ship was launched in the middle of January, and completed, so far as her hull and frame are concerned.

Question. What preparations did you make for the performance of this contract?

Answer. I had made such arrangements that the party immediately interested would have started for Louisiana from the 1st to the 10th of October.

Question. Did you make any arrangements to do anything at all during the month of September?

Answer. I delivered the department what I had the command of, in the month of September:

Question. Did you intend, at the time you signed the contract, to make an effort to perform the contract according to its terms?

Answer. It was my intention to deliver the timber I had command of by the 1st of September. The contract required me to deliver one-half by the 1st of September, and the other half by the 1st of February.

Question. Did you intend, when you made that contract, even to make an effort to deliver half of the timber during the month of September?

Answer. I intended to make this effort; I expected to have bought the timber then on hand in the navy yards.

Question. Did you make any effort to buy that timber?

Answer. I made no application to the owners of the timber.

Question. Then you did not make any effort, you did not make any attempt to execute the contract according to its terms?

Answer. To the first of September; no sir.

Question. Were you advised at the time you executed this contract, by the Secretary of the Navy, that you would have other time than that fixed in the contract itself granted you?

Answer. No, sir; I had not seen the Secretary on that subject.

Question. Had he held out any inducements whatever, that you would be indulged in the time of delivery?

Answer. He had not, sir.

Question. I understand you to say that you made your bid with reference to the expectation on your part that you would deliver by the 1st of February, and fixed your price accordingly?

Answer. Yes, sir; I did not expect to finish it by the first of September, but by the final period.

Question. Suppose you had determined to execute the contract according to its terms, how much more would you have charged than your bid?

Answer. It would be impossible to execute it.

Question. Just answer me that question. You have been asked how much less you would have charged if the time had been extended; now I want to know how much more you would have charged if you had been required to execute it according to the terms.

Answer. As there would be only one way of complying with the terms, I should have brought my figures to such a price as would have

left no doubt about securing the timber then in the yards, belonging to Bigler & Swift. I cannot say how much it would have taken.

Question. Would you not have charged fifteen per cent. more than your bid, if you had signed it with the intention of executing the contract according to its terms?

Answer. It is impossible to answer that question, from the very fact that it would be impossible to procure the timber, except from the parties who had it in the yard.

Question. How do you know that it was impossible to procure it from them if you did not apply to them?

Answer. I do not know that it was impossible to procure it from them.

Question. You cannot answer the question, how much more you would have charged if you had intended to execute your contract according to its terms?

Answer. I cannot, sir.

Question. It would have been considerable more, would it not?

Answer. Any price might not have put it there; as the timber was then growing in the southern States, it would have been impossible, under any contracts, to have brought it there in that time; there were but seventeen or eighteen days between the period of the date of the contract and the 1st of September.

Question. You say the timber in the yards was an accumulation of rejected timber; how do you know that?

Answer. I said it was the accumulation of deliveries not received on other contracts.

Question. Well, how do you know that?

Answer. From having been told so by the inspector of the Philadelphia navy yard, and from my own knowledge of the business in the yard. The inspector of the Philadelphia navy yard told me that of one cargo he had received but six pieces, under an existing contract with Mr. Swift.

Question. Are you speaking now entirely of that which was in the Philadelphia navy yard that had not been received?

Answer. I heard the inspector at Gosport say that the timber then in the yard belonged, a part of it, to Mr. Swift, and a part of it to Mr. Bigler. That was in August.

Question. When was it that you saw the secretary and told him that it was impossible to procure this timber in time?

Answer. It was between the 12th and 15th of September. It was one of those days when I was in Washington.

Question. What else did you say to him about it?

Answer. I told him it would be a serious matter if the contracts were annulled and taken from me. It was my expectation when I made the contract to furnish the timber when it should be required. I thought I would know when they would want it, and I knew at the time of bidding that I could not deliver it by the first of September, unless I bought that on hand. The contract could not have been fulfilled, except by those who had the timber on hand.

Question. You had no conversation with the owners about procuring it?

Answer. No, sir.

Question. I want to know why you could not have procured it from them at exactly the same price at which they furnished it to the government? You made no effort, you say?

Answer. I do not know whether I could have procured it from them or could not.

Question. That timber, I understand you to say, was such as met the requirements of the advertisement?

Answer. I observed that the timber was taken on Mr. Swift's subsequent contract—the most of it.

Question. Did that timber come up to the requirements of the advertisement?

Answer. I did not measure it. I do not know. It was received at the yard.

Question. Do you think, in quality, shape, and otherwise, it was equal to the requirements of the advertisement? What is your opinion about it? Do you think the government was right in accepting such timber as that under that advertisement?

Answer. A part of it, sir, might have been accepted under that advertisement.

Question. What part?

Answer. A certain size; that which allowed straight timber.

Question. What portion of it?

Answer. The advertisement said that a large portion might be straight, of a certain size. I think that size is twelve or fourteen inches thick, I am not positive.

Question. You think such timber as that was being furnished would make a good compliance with the advertisement?

Answer. I think the timber furnished, being straight, complied with the advertisement. That which was thinner, and required crooked timber, did not comply with the advertisement.

Question. What proportion of this timber was of that kind?

Answer. I did not learn. The advertisement gives ten thousand feet of timber—at least three-fourths crooked.

Question. I thought you saw it?

Answer. I cannot tell by looking at timber—passing by it—how many sticks, or what is the proportion.

Question. I understand you to say that you fixed your prices with reference to delivery upon the 1st of February, and not with reference to delivery prior to that time?

Answer. The 1st of February I calculated to have the timber delivered. I thought we could do it by that time.

Question. Did I understand you to say that it is the usage of the government not to require compliance with a contract within the specified time?

Answer. No, sir; you did not understand me. I said that when a contract is not fulfilled at the time, it is not the usage to annul it, unless the timber is really and positively required.

Question. If there was anything in the state of the case to make it proper to require this timber at the earliest point of time, was it or was it not entirely proper to rescind your contract and make provision for an earlier supply than you could furnish?

Answer. I should think it would be; in case of war, for instance.

Question. I understand you to say that you proposed to deliver a second cargo, and it was rejected?

Answer. It was not permitted to be landed.

Question. On the ground that the contract had been rescinded?

Answer. Yes, sir.

Question. When was it that you tendered the second cargo?

Answer. The vessel was reported upon the 16th or 17th of September, but in consequence of the wharf being taken up by other vessels she could not get into the yard. Upon the 18th of September I wrote to Commodore Stewart, telling him that the vessel had been there since the 16th, and applying for a berth to discharge the vessel. Upon that day he had received orders not to receive any timber from me.

Question. What amount of timber had you there upon the 18th in this vessel?

Answer. It was a small cargo of 70 or 80 pieces of timber, the balance of the timber I had in New York; there might be 700 or 800 feet; it was a small vessel, with nothing else in her.

Question. Did the cargo you delivered, amounting to about 1,300 feet, and the cargo you afterwards tendered, amounting to 800 feet, exhaust your immediate supply?

Answer. They did, sir.

Question. That was all then, as I understand it, that you could have delivered before the first of February?

Answer. No, sir.

Question. Where else would you have procured it?

Answer. I intended that we should have timber in Philadelphia by December. By sending out in October the people to do our work, we expected to deliver the first cargo in December, and to continue to furnish it, so that we should have it all in by the first of February.

Question. At what time in October did you intend that they should leave?

Answer. Between the first and the tenth of October; that was the usual time of sailing.

Question. Where should you have obtained the timber?

Answer. We should have gone to Louisiana, sir; part of it we intended to procure from Florida.

Question. What was the earliest time that you could have landed timber, so obtained, at the Philadelphia yard.

Answer. I could not safely say earlier than the latter end of December.

Question. Could you have done it by the latter end of December with the plans you had made?

Answer. I think we might, sir; our calculation, I recollect distinctly, was to have a cargo there by the last of the year or the first

of January, provided the river was navigable, and the obstruction of the ice did not prevent; in that case we should have sent it to Gosport, where the ice would not interfere.

Question. But in no event would you have delivered more before the last of December, than the 1,300 feet which you did deliver, and the 700 feet which you tendered?

Answer. Not unless we had bought of gentlemen who had timber on hand.

Question. Did you ever offer to purchase?

Answer. No, sir; we were ready to hear from them.

By Mr. Bocock:

Question. Who determines the question whether timber is receivable under a contract, whether it comes up to the specification or not?

Answer. The inspector; if there is any question between him and the contractor it is referred to the constructor.

Question. If you had delivered a cargo of timber, the last of December, 1858, or the first of January, 1859, when would that timber have been suitable for use, immediately?

Answer. It is sometimes used immediately; but it has been the custom to throw it into the docks that the sap may be extracted; it is thrown into the mud, and after undergoing the process there it is piled into the sheds.

By Mr. Ritchie:

Question. What do you suppose was the fair market value of that timber in the yard, belonging to Swift, and afterwards received under contract with the United State?

Answer. For the merchant service, outside of government wants, I should think from 80 cents to \$1 per foot, agreeably to its size and shape; that has been the price at which we have sold; 80 cents is a pretty good price.

By Mr. Groesbeck:

Question. Do you furnish that sort of timber, live-oak, for the merchant service?

Answer. Yes, sir; we have sold a good deal for the merchant service.

By Mr. Bocock:

Question. Is there much live-oak used in the merchant service?

Answer. Not as much as there has been; but there has been a good deal sold.

Question. Taking into view all the competition that usually exists both for the government and for the merchant service, what should you consider that timber worth?

Answer. I could hardly answer the question, because I never knew any of that kind sold to the government. In the larger timber the difference might be 10 to 15 per cent. on account of the inspection. The smaller timber I do not know about.

Question. What do you mean by a difference of 10 or 15 per cent.?

Answer. A difference of price against the government.

By the Chairman:

Question. Do you mean that the large timber is worth 10 or 15 per cent. more than the small timber?

Answer. No, sir; the large timber would be worth, under the government survey, and in their peculiar shapes, perhaps 10 per cent. more than the ordinary timber used in the merchant service.

By Mr. Bocock:

Question. In estimating the price to the government therefore, you would add 10 or 15 per cent. for the larger timber?

Answer. I think I should add 10 per cent., sir. We have sold small timber, from 9 to 12 inches, to Mr. Webb for 70 cents per foot.

Question. What did you bid to furnish this small timber to the government for?

Answer. I think the smallest timber was \$1 06, ranging up to \$1 28, according to size.

Question. Was that a reasonable price or not?

Answer. I left a margin upon it for a fair profit?

Question. Was it a fair price or not at which to furnish that timber to the government?

Answer. It was a fair price, sir; I should not have made the proposition but for a fair price. It was not exorbitant.

SAM. B. GRICE.

PHILADELPHIA, *August 4, 1858.*

SIR: I have to acknowledge the receipt of your letter of yesterday's date, advising me of the acceptance of my offer to furnish live-oak timber for the yards at Gosport and Philadelphia.

Presuming there will be no detriment to the interests of the government if contracts for each yard, separately, are made, I beg leave to request you will so direct them to be prepared.

I am, very respectfully, your obedient servant,

SAMUEL B. GRICE.

JOHN LENTHALL, Esq.,

Chief of Bureau of Construction, &c.,

Washington, D. C.

NAVY DEPARTMENT,

Bureau of Construction, &c., August 6, 1858.

SIR: Two contracts have this day been forwarded to the navy agent at Philadelphia, for live-oak timber deliverable at the respective navy yards at Philadelphia and Gosport, which you will please execute in conformity with the terms of the advertisement.

Respectfully, your obedient servant,

JOHN LENTHALL,

Chief of the Bureau.

SAMUEL B. GRICE, Esq.,

Philadelphia.

NAVY DEPARTMENT,
Bureau of Construction, &c., August 3, 1858.

SIR: Your offer to furnish live-oak under the advertisement of the 14th of June, 1858, by direction of the department, is accepted for the navy yards at Philadelphia and Gosport.

A contract will be immediately made out and forwarded to the navy agent at Philadelphia, as requested in your offer, which you will please have executed according to the advertisement, and returned to the bureau without delay.

Respectfully, your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

SAMUEL B. GRICE, Esq.,
Philadelphia, Pa,

NAVY AGENT'S OFFICE,
Philadelphia, August 9, 1858.

SIR: Please to take notice that I have in my office two contracts, for the delivery of live-oak timber at the navy yards at Philadelphia and Gosport, for execution by you. You will therefore have the same duly executed at my office, within ten days, agreeably to my instructions from the Bureau of Construction, &c., under date of August 6, 1858.

Very respectfully, yours, &c.,

WM. BADGER,
Navy Agent.

SAMUEL B. GRICE, Esq.,
Philadelphia.

Contracts executed August 11, 1858, before Charles Freeman, and delivered to Mr. Badger August 14.

NAVY DEPARTMENT,
Bureau of Construction, &c., September 16, 1858.

SIR: I am instructed by the department to inform you that, as you have not complied with the terms of your contract for live-oak, a new one has been made with other parties.

Respectfully, your obedient servant,

JOHN LENTHALL,
Chief of Bureau.

SAMUEL B. GRICE, Esq.,
Philadelphia.

PHILADELPHIA, *September 18, 1858.*

SIR: In reply to your letter of 16th instant, this day received, I have to say, that against anything therein contained prejudicial to my interests in matters of my live-oak contracts with the navy department, I solemnly enter this, my protest, of which you will please take notice.

Respectfully,

SAMUEL B. GRICE.

JOHN LENTHALL,

*Chief of Bureau of Construction, &c.,
Washington, D. C.*

NAVY DEPARTMENT,

Bureau of Construction, &c., September 22, 1858.

SIR: Your letter of the 18th has been received, and as the Hon. Secretary of the Navy has directed the course pursued, it should be addressed to the department.

Respectfully, your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

SAMUEL B. GRICE, Esq.,
Philadelphia.

PHILADELPHIA, *September 18, 1858.*

SIR: I have had, since the 16th instant, a quantity of live-oak timber ready to be discharged, on account of my contract for same with the Navy Department.

I respectfully request you will give me a place to discharge same without further delay.

Respectfully,

SAMUEL B. GRICE.

Com. CHARLES STEWART,

United States Navy Yard, Philadelphia.

PHILADELPHIA, *September 21, 1858.*

SIR: Having applied to you for a place to discharge a cargo of live-oak timber which I had brought to the Philadelphia navy yard in pursuance of a contract which I have with the Navy Department, dated August 14, 1858, and having been refused by you a place or permission to land the same, I hereby enter this my *protest* against your refusal, of which you will please take notice.

Respectfully, your obedient servant,

SAMUEL B. GRICE.

Com. CHARLES STEWART,

Commanding U. S. Navy Yard, Philadelphia.

COMMANDANT'S OFFICE, U. S. NAVY YARD,

Philadelphia, September 21, 1858.

SIR: I have received your letter of *protest* against my refusal to permit you to land a cargo of live-oak timber therein referred to, and in reply have to inform you that I have acted in the matter entirely in consonance with my orders from the Navy Department.

I am, respectfully, your obedient servant,

CHARLES STEWART,

Commandant.

Mr. SAMUEL B. GRICE, *Philadelphia.*

No. 52.—JAMES BIGLER, NEW YORK, N. Y.

FEBRUARY 8, 1859.

JAMES BIGLER called and examined.

By Mr. Bocock:

Question. What is your occupation?

Answer. Lumber dealer.

Question. Have you been a contractor to furnish lumber to the government?

Answer. Yes, sir.

Question. How long have you been a contractor?

Answer. For the last twelve or fourteen years.

Question. For what sort of lumber?

Answer. Almost all kinds—white pine, white oak, live oak, white ash, black walnut, maple, mahogany. I believe almost every kind that is used.

Question. What has been your promptness and efficiency in fulfilling your contracts?

Answer. I suppose that by applying to the department you can learn about that. I believe I have almost generally furnished my contracts up to the time specified, and a little ahead; sometimes a little behind; but in the general way I believe I have furnished them ahead of the time.

Question. What is the last contract that you have had?

Answer. I have a contract now for white pine at the Gosport navy yard; and black walnut, mahogany, and two or three other kinds of hard woods at the Brooklyn navy yard.

Question. Were you a bidder to furnish live oak under the advertisement of June last?

Answer. Yes, sir.

Question. At how many yards did you propose to supply live-oak timber?

Answer. I think I bid for all the yards but Pensacola.

Question. What was the result? did you get a contract in either case?

Answer. No, sir.

Question. Why not?

Answer. For the best reason in the world, I suppose; because my bid was too high.

Question. Who got the contracts?

Answer. I think a Mr. Grice was one of the contractors, and Lawrence and somebody down east got a contract, and a man in the western part of the State of New York did also. They were the first, I think, who got contracts.

Question. Who got the contracts ultimately?

Answer. Mr. Swift.

Question. Have you any connexion in business with Mr. Swift?

Answer. No, sir; no direct connexion in business with him. I have some little interest or connexion with him in regard to this live-oak contract.

Question. What is that connexion?

Answer. When that live-oak contract advertisement came out, from the nature of the advertisement I saw very plainly that I could not fill it, and I was averse to bidding for it. I had seen the Secretary and Mr. Lenthall upon the subject, and I repeatedly offered them my timber. I had timber in three or four yards that I had left over from my last contracts which I had just closed. I had in all some 30,000 or 40,000 feet in the various yards, including 4,000 or 5,000 feet then on its way from Louisiana. I offered to sell them the timber I had on hand. They asked me for a report of what timber I had, and I gave it to them. About the time this contract was to be bid for, Mr. Swift wanted to know if I would keep out of his way in case he would buy my timber of me. I said that was all that I wanted, to sell my timber, and I did not care whether I sold it to him or to the government. He said if I would not bid against him he would take my timber if he got the contract, and in that case he would give me what he got himself. I therefore put in my bids so high that I thought there was no chance of their being accepted. I had my bids already prepared for I was coming on here for the purpose of making bids for some of the yards. But I should have put in bids on my own account only for those yards in which I had timber, knowing that it would be impossible to furnish timber according to those specifications for all the yards.

Question. Did Mr. Swift take your timber according to his agreement?

Answer. He has taken all my timber, at least my timber has all gone into the yards. I cannot say that he has carried out his agreement, if that is what you want to know.

Question. Has he received your timber?

Answer. It has been received by the government, all except a cargo now in the Philadelphia yard that I have not got the bills for.

Question. Upon what grounds is the government receiving timber from you?

Answer. They do not receive from me, but from Mr. Swift.

Question. You mean that they receive your timber from Mr. Swift?

Answer. Yes, sir; as Mr. Swift's timber.

Question. Had you a fixed price with Mr. Swift?

Answer. I was to receive the same price for my timber that he got for it as delivered at the various yards.

Question. What was the nature of the conversation you had with the Secretary? Was any indication given of any particular purpose they had in view in drawing up this advertisement?

Answer. When the thing was first talked of, the Secretary of the Navy said he did not think that he had a right to take the timber that I had urged him to take. I will say now that I had, in fact, been encouraged that this timber would be received on open purchase, as all other kinds of timber were taken from contractors. Where they furnished timber and it was good timber, and there is a surplus of any particular kind, it has been always the case that the government would purchase it at the contract price, or at such a price as the chief of the bureau would agree upon, if it was the kind of timber they wanted. For that reason I supposed that I was perfectly safe in furnishing this surplus of timber, as there was every appearance that timber would be required for the vessels of the government. I was then getting out a specified amount of timber for four ships; it was all cut to a specific shape or build, and consequently anything that was not the exact shape required would be a surplus. Sometimes we would cut out two pieces of the same shape and size, as we had different gangs of men at work, and both gangs would cut out the same kind or piece of timber, as one would not know as the other had cut it out. As I knew that this timber would be required in all human probability, I felt perfectly safe, in fact, in having something left over.

Question. What do you mean? Your live-oak timber?

Answer. Yes, sir. After I got my contracts filled, I went to the Secretary of the Navy to get him to buy my timber upon open purchase. He gave as a reason for not buying it upon open purchase, that it was against the law to buy timber upon open purchase, except for immediate use. Mr. Swift went to him on the same score; that he had timber over, which he wished to sell to the government. This induced the Secretary, I suppose, to make this advertisement to cover about the amount of timber that we had. There was nobody else in the business who could supply the amount and kinds of timber called for, and we did not suppose there would be any opposition to us; and when the advertisement came out I was very much surprised that it was in that shape; for it was in a very bad shape for me, as I had only about enough timber to fill out the call for two of the yards. This was bad for me in this way; for instance, if I put in bids for all the yards, I might get Pensacola or Philadelphia, where I had no timber; and then I would be obliged to move it from another yard at great expense and trouble. This induced me to make the arrangement with Mr. Swift to avoid the expense of removing my timber from one yard to another.

Question. Did the Secretary intimate that he had any purpose in

preparing this advertisement to cover the timber of yourself and Mr. Swift?

Answer. I understood him that it was his calculation that it would just about cover the amount.

Question. When was that?

Answer. During the last summer.

Question. Before the advertisement came out?

Answer. Yes, sir.

Question. Who made that statement to you?

Answer. The Secretary of the Navy himself. He said he did not think he had authority to buy my timber; he did not wish to do anything about it but what would be entirely straight, and he did not feel authorized to make a purchase of this timber without advertising; and then if we put in for it—he knowing that we were the only persons that had the timber—at a higher price than they thought was a fair price, that he would not take it at any rate; mind you, I had already offered my timber to the government.

Question. Do you know who fixed the amount of timber in the advertisement?

Answer. I do not.

Question. Was anything said in the conversation with the Secretary about the amount of the timber?

Answer. He only asked the amount of timber I had; or Mr. Lenthall, for him, asked me to give a statement in writing of what timber I had, and where it was; I understood that he got Mr. Swift to give him the same statement, so that he knew exactly what we had.

Question. How does the price which you asked the government compare with the price which Mr. Swift receives?

Answer. He gets more than I offered the timber for.

Question. What is his price, and what was yours?

Answer. I think his average price is about \$1 12 a foot, and I offered my timber to the government for \$1 10. For instance, he gets \$1 17 or \$1 18 at Norfolk and Philadelphia, and \$1 09 at New York, Boston, and Kittery; I cannot tell you the average at Pensacola, for I never had any information about it, and have paid no attention to it.

Question. Do you know what Mr. Swift offered to sell his for to the government at open purchase?

Answer. I think he said to me that he could get no more than I had offered mine at; that as I had fixed the price for mine he would have to be governed by that price, although he thought he ought to have a great deal more money for his timber.

Question. How much timber did you have?

Answer. About 35,000 feet.

Question. In different yards that was the amount you had altogether?

Answer. Yes, sir; I had timber in three of the yards only, Boston, Kittery, and Gosport.

Question. You have stated that you cut the timber, knowing that it would be needed by the government. How did you know that?

Answer. I had every reason to believe that it would be needed for

the government, from the fact that the appropriation for the six vessels and then for the last seven or eight vessels was passed during the time my men were cutting out timber, while I was closing up my four frames which I had already contracted for.

Question. Was it really needed during the last year?

Answer. I can tell you what makes me think that it was needed: they actually used up a part of my timber in some of the yards before this advertisement came out; they had to have it. At Kittery they used up between three and four thousand feet of my timber.

Question. At what other yards did they use any?

Answer. They used some at Norfolk.

Question. That was before the advertisement came out, was it?

Answer. Yes, sir.

Question. That was bought of you by private contract?

Answer. Yes, sir; they gave me the same as for some other surplus timber. They gave me, on an average, \$1 30 a foot, though my contract price was \$1 65 a foot; that was, however, for specific pieces of timber, as I had contracted to get out four entire ship frames. This last timber that I had offered for \$1 10 a foot was promiscuous timber, not of any particular shape, size or length.

Question. Do they use live-oak in repairing vessels?

Answer. Yes, sir; a great deal.

Question. Were there many vessels under repairs in the yards?

Answer. I think they used about 7,000 feet in Kittery in repairing vessels.

Question. During what time?

Answer. During the time I was putting in timber.

Question. This last timber?

Answer. It was for the vessel now building that they used some 3,200 or 3,300 feet of my timber. They used that before this advertisement came out.

Question. Have they used any since?

Answer. I do not know; the moment this matter was settled between Swift and me, my timber was all put in as his timber under his contract.

Question. Have you been in any of the yards since then, and noticed whether they have used any of this timber or not?

Answer. I have been in the yards at Philadelphia and Norfolk.

Question. Have they used up any of the timber there that Mr. Swift has furnished under this contract?

Answer. They have in Norfolk.

Question. How much?

Answer. I cannot tell you, for I paid no particular attention to it then.

Question. When were you at Norfolk?

Answer. About the first of January last.

Question. Some of it was used then?

Answer. I do not know; I was delivering white pine there then; there was no live-oak matter there, for I had got along with it before that time.

Question. Did you understand that this particular specification or proposal from the Navy Department, contained in the advertisement of June last, was in a measure of personal favor to you and Mr. Swift—was designed for that purpose?

Answer. I do not know what you may call it; I supposed they wanted our timber, and the idea was to get it in some way that would be according to act of Congress in receiving it, as they would receive any other kind of stuff from any other kind of contractor. I have been a contractor for four years; there has not been a contractor that I know of who has not delivered more or less extra timber in the yards, and it has always been taken heretofore by the department it was of a kind required. I have got out in my time some 150,000 feet of live-oak; it was impossible to get out that amount without getting some over; because we had to get out enough to be sure and fill the contract, and allow some sticks to be put aside; and if we happened to come across a stick like that called for in the contract, we often took it, because there was some constantly being used.

Question. Are you prepared to express an opinion whether the necessities of the government were such as to allow it to wait for this timber the usual time for persons to go to the live-oak regions and get it out, and bring it here, and deliver it, before it would need it for use?

Answer. The best evidence I have on that point is, that they actually used up a part of my timber before they could wait for the advertisement to run out; they used some 3,000 feet of it at Kittery. The constructor wrote me that he must have it or let his vessel wait. I happened to have some of the very kind of timber that the government wanted for this smaller class of vessels—timber siding ten and twelve inches; some of it was crooked timber, valuable timber; but they did not pay me as much for it as I would have got under my contract.

Question. Taking Mr. Swift's arrangement with the government all around for supplying this timber to all the yards, what is your opinion of the price he receives; is it a fair and reasonable price?

Answer. No man could have got the timber any lower and made any money.

Question. Suppose persons were allowed further time to get it, until the first of February?

Answer. They could not have filled the contract by the first of February. Mr. Swift has not filled his contract yet, and the first of February has passed.

Question. What has he done towards filling his contract?

Answer. He has put in my timber and his timber which was in the yards, and I believe he is just now beginning to deliver some other timber. He has filled his contract to a considerable extent.

Question. What proportion of his contract did the timber which he had in the yards amount to?

Answer. In Norfolk it would have made more than enough; I removed some of it to Philadelphia. In New York, I think, he would

have had enough, if the timber had all been good, to fill his contract. In Kittery, there was none delivered except what I had delivered there. At Boston he had nearly enough. At Pensacola he had none.

Question. You say he went on to fill his contract to a considerable extent?

Answer. Yes, sir.

Question. And has he delivered the most of the timber called for by the specifications?

Answer. Yes, sir, a great deal of it.

Question. Do you know of any reason why he has not delivered timber at Pensacola?

Answer. I cannot tell you any reason.

Question. You have been a long time a government contractor. What has been the practice in the different navy yards in relation to timber that did not stand inspection? What has been done with it?

Answer. It was the business of the contractor to take it out.

Question. Did they always require him to take it out?

Answer. Yes, sir.

Question. Were you always required to take yours out?

Answer. Yes, sir. I never left any over any length of time under my contracts. I have been extremely fortunate; in the contract for the whole four ships' frames that I got out timber for, I do not think I had a dozen sticks rejected.

Question. Where did this timber come from that you let Mr. Swift have? you said that was in the yards?

Answer. That was not rejected timber; that was surplus timber; the quality was all right, but it was more in amount than I was to deliver.

Question. How was it with Mr. Swift's timber? was that rejected timber or surplus timber?

Answer. Some of both, I think.

Question. Some surplus timber and some rejected timber you mean to say?

Answer. Yes, sir.

Question. Where did he have this timber?

Answer. At all the yards but at Kittery; he delivered none there; that was my timber there; he had had no contract there previously.

Question. In the conversation you say you had with the Secretary of the Navy, before the issuing of these proposals, when you proposed to sell him your timber, did he say he wanted that sort of timber that you offered him?

Answer. He said he was satisfied that the timber was wanted, and he knew it had always been the rule to receive the surplus timber of contractors; he said that he knew I had always been a faithful contractor, and he did not see why I should not receive a preference; he said that if I had had a few dozen sticks he would take them without an advertisement, but as I had a large amount he was unwilling to take the timber without an advertisement, according to act of Congress. I urged every reason I could think of why the timber should be taken. I was not aware, when I first went to him, that they had

used any of my timber; they had used it unbeknown to me; after I found that out, I used that as a reason why the department should take my timber, that they had used up about one-third of my timber in that yard; the constructor had written to me that he wanted to get some of my timber, at the same time that he was using it; but he did not let me know that he had taken any of it; that I heard afterwards from a private source. I urged that upon the Secretary as a reason why he should take my timber; he said it was a good reason why the timber should be taken in the Kittery yard, because it was wanted there.

Question. How did your price for that compare with what Mr. Swift is getting under his contract?

Answer. I got \$1 30, the same as I had had in one or two of the other yards for surplus timber; but then that was 35 cents less than my average price for the timber for the four ships.

Question. When you have a small remnant of timber left over from a contract, do you expect less or more than you have had from the government for the timber furnished under contract?

Answer. The same price as under contract if the timber is equal in quality. You deliver a load of white pine, yellow pine, live-oak, or any other kind of timber, and some of the pieces will be more valuable than others; some of them may be larger, longer, crooked, or of some other peculiar and valuable shape. If the timber is of that character, then you expect more than the contract price; if not of that character, not of a good average character, then you expect less for it.

Question. If you had had the timber yourself, would you have undertaken to fill these contracts at the different yards at a lower or a higher price than Mr. Swift gets?

Answer. I should have put in my bid at the price I had offered my timber to the department, at \$1 10, which is but a little less than Mr. Swift is getting. If I had put in, I should have put in at a little lower price than he did, for fear some one would get in below me.

Question. But it seems that you really put in at a higher price; how was that?

Answer. I did that because I did not want to get the contract, as Mr. Swift had bought the timber of me, if he got the contract.

Question. You say that no man could cut this timber at the price Mr. Swift delivers it, and make any money. Why is that?

Answer. I had already got this timber out, and I could not sell it anywhere. Government was the only purchaser to whom I could expect to sell it. If I had undertaken to get this timber out in the usual time, in a year, I would merely have to let my timber stay in the yard for a year, and then deliver it; and the interest on my money was worth some eight or ten cents a foot, so that by selling it now at \$1 10 a foot, it would be doing as well as selling it a year from now at \$1 18 or \$1 20 a foot.

Question. Then you mean that in proposing to sell it at a less price you would not have got your usual profit upon your timber?

Answer. Yes, sir; I would have been glad to have sold it at the

lowest price than to have kept it on hand longer. If it had been taking the whole contract, I would not have taken it any lower than it is taken now. But then I would not have proposed for the thing unless I could have had ample time to have got out the timber.

By the Chairman:

Question. What acquaintance have you with Mr. Swift? How long have you known him, and how intimate have you been with him?

Answer. The first time I ever saw him was the first time that I ever bid for any of these contracts, about three years ago.

Question. Where does he reside?

Answer. In New Bedford.

Question. What is his business?

Answer. He is in the whaling business. He is an old contractor, as I understand it; and his father was a live-oak contractor before him.

Question. What was the quantity of timber that Mr. Swift had at all the yards at the time this advertisement was issued?

Answer. He said he had 135,000 feet.

Question. At the different yards?

Answer. Yes, sir.

Question. How did the description of his timber compare with that embraced subsequently in the advertisement?

Answer. That that was good, I think, would come up to it.

Question. Was the advertisement made so as to cover and describe your and Mr. Swift's timber?

Answer. I so supposed it; that is only a supposition, though.

Question. Did it cover and answer the description of timber belonging to you and Mr. Swift?

Answer. Yes, sir; Mr. Swift had some timber in the yard that was not more than six inches siding; it did not cover that, or any such timber as that; he had some very defective timber, poor timber; the advertisement did not cover that; but it did cover all his merchantable timber.

Question. What was there peculiar in the advertisement in regard to the kinds of timber desired, the size, shape, length, &c.?

Answer. I hardly know what you mean.

Question. Did the advertisement, in describing the timber desired, correspond to previous advertisements?

Answer. No, sir; it called for smaller timber. The advertisements before called for no timber less than 12 or 13 inches. This called for timber siding 9 and 10 inches.

Question. When did you first commence to negotiate with Mr. Swift about this timber; when and where?

Answer. Here, in this city, the day the proposals were to be put in. He wrote me to meet him here, and I did so. I came on here prepared to bid for what I knew I could supply, and no more. But after I got here Mr. Swift offered to buy my timber from me.

Question. What was the price he was to give you?

Answer. The price he should get for it under his contract, should he succeed in getting one.

Question. Was there any dispute upon that point?

Answer. No, sir.

Question. Did he not claim that you should ask less, for reasons which he gave you?

Answer. I do not know as that was a part of the understanding.

Question. Did he not claim that you ought to take less than he was to receive, for certain reasons which he gave you. I do not ask for these reasons, but I ask you if such was not the fact?

Answer. I do not know but what he said he had been to a great deal of trouble and expense, or he would be, to get the thing through; any way, he wanted me not to put in at a price that would prevent him from getting the contract.

Question. Did he not insist that you should take from him less than he was to receive from the government?

Answer. No, sir; he was willing to give me the same price that he should get.

Question. What expense and trouble did he tell you he had incurred in the matter?

Answer. I think he said he had no explanations to make on that point.

Question. Did you ask him?

Answer. I intimated to him that I should like to know, but I did not learn anything upon the subject.

Question. Did you communicate this understanding to the Secretary, or to any one connected with the department?

Answer. Not until some time after that.

Question. How soon afterwards?

Answer. I think it must have been nearly a month; I should think it was.

Question. Did you not tell the chief clerk, or some one connected with the office, that you and Swift had arranged the matter between yourselves?

Answer. I think I did say to Mr. Johnson, the day we were waiting for the bids to be opened—Mr. Lenthall, I think, was not well, or the Secretary was not well, or something was the matter—I said to Mr. Johnson that it was a matter I did not care about any way; that Mr. Swift would get it any way, and if he did I did not care about it, as my timber was all sold to him.

Question. Who is Mr. Johnson?

Answer. Mr. Lenthall's chief clerk.

Question. Did you inform Mr. Toucey about it then?

Answer. I do not know.

Question. When did you inform him?

Answer. I think about three weeks or a month afterwards. I said that I thought it was wrong for people to take a contract when they knew they could not fill it, as it was only throwing away the time, keeping the yards without the timber they wanted to use. Then was the time I said they were actually using my timber, and I thought that was a reason why this timber should have been taken in the first place without all this trouble and bother. And it was then I said to

him that I did not care how he arranged the matter if he would give the contract to Mr. Swift, for it would make no difference to me, as he had agreed to take my timber.

Question. How long was this before the contract was awarded to Mr. Swift?

Answer. I think about a week or so; it was about the time.

Question. Were any of the contractors on here at the time?

Answer. I did not see any of them.

By Mr. Ritchie:

Question. At what time was this timber used at Kittery which you have spoken of?

Answer. It was in August, I think, just about the time the advertisement was running out, before the contracts were awarded. They used part of my timber there before I knew anything about it at all.

By the Chairman:

Question. While the advertisement was pending?

Answer. I think it was, before or afterwards.

Question. About that time?

Answer. Yes, sir.

Question. Was it subsequent to the time that you had the conversation with the Secretary of the Navy about this timber?

Answer. I think I had the conversation with him some time after that, because I know I used that as an argument why they should buy the timber of me.

Question. You refer now to the latter conversation, do you not?

Answer. I had seen the Secretary several times before that, and urged him to take my timber.

Question. You had seen him upon the subject before the timber was used at Kittery?

Answer. Yes, sir.

Question. What was the usual time allowed contractors to deliver live-oak?

Answer. From one to two years, unless it was wanted for immediate use. I have known timber to be called for for immediate delivery.

Question. Had you ever known any case in which a contract was made for the delivery of timber in less time than one year?

Answer. I have not been a live-oak contractor, except within the last three years.

Question. Have you, within the last three years, known a case except this one.

Answer. No, sir.

Question. Did you ever hear of any other?

Answer. I do not know that I have.

Question. Was it not understood between you and Mr. Swift, and live-oak dealers generally, that this advertisement was framed for the purpose of preventing competition, and to enable the Secretary to contract directly with Mr. Swift?

Answer. I always understood it so; that is, not for Mr. Swift alone,

for up to the time when I came here, after the advertisement was out, I thought it was for both of us.

Question. It may be considered rather a delicate question to ask you, but the question has been referred to several times before me. I will ask you, are you any relation to Senator Bigler?

Answer. I suppose I am; my father was born in Harrisburg, Pennsylvania; I was born in New York, where my father had moved. I do not know how near the relationship is; I believe, however, ours are the only two families of that name in the county.

By Mr. Ready:

Question. When you made your bid did you know what Mr. Swift had bid or had intended to bid?

Answer. I knew it was above his bid; but I did not know what his exact figures were.

Question. How did you know it was above his?

Answer. After I had made this arrangement with Mr. Swift I said to him, I will put my bid in above yours. Says I, what shall I make it? He says, make it \$1 30 or \$1 32, and I will bid under you.

Question. It was agreed between you, before you put in your bid, that he should bid under you?

Answer. Yes, sir.

By the Chairman:

Question. If these outside bidders had not come in and interfered with these arrangements, and Mr. Swift had been the lowest bidder, how much higher would it have been than under the contract that was really awarded to him?

Answer. Mr. Swift and I had agreed that we should have \$1 25 a foot for our timber. What his bid was I never knew.

Question. What is the average that he gets now?

Answer. About \$1 17.

Question. Making a difference of about eight cents a foot?

Answer. Yes, sir.

By Mr. Groesbeck:

Question. I thought I understood you to say that the average was \$1 12 cents a foot.

Answer. So it is.

Question. You just now said that it was \$1 17.

Answer. I mean that some of it is for that price. It is \$1 17 at Norfolk and Philadelphia, and \$1 09 at Boston, New York and Kittery, making an average of about \$1 12.

Question. You say that you were encouraged to get out this surplus timber. What do you mean by that?

Answer. I had been encouraged that it would be taken. I was not encouraged to get it out, because I could not help myself.

Question. You were encouraged that it would be taken; what do you mean by that?

Answer. I told the Secretary of the Navy that I should have some duplicate pieces of timber, some timber over, as different gangs of my men would each cut out the same sized or shaped piece, sometimes, and that we would cut out some extra pieces to have them fit

in if some should prove poor. The Secretary said to me, we have always taken your other stuff that you had over, and we will this if it is good timber.

Question. Has it been the practice of the government heretofore to take timber that you had over, at the prices of the contract under which you had furnished timber?

Answer. Yes, sir; in all cases and with all contractors.

Question. Has that been the practice of the department?

Answer. Yes, sir, for all the time that I have been connected with them as a contractor.

Question. How long is that?

Answer. Twelve or fourteen years. The very form of contract says a contractor shall furnish any additional quantities required; most of the contracts say that the contractors shall furnish any additional quantities required at the same price; some of them say they shall furnish 25 per cent. additional if required. It is the usual way of making contracts to say that they shall furnish additional quantities required at the same prices.

Question. What has been the practice in regard to keeping your timber in the yards, and for how long has that practice prevailed?

Answer. I can tell you how they have done with me.

Question. How is that?

Answer. If we have had surplus stuff over—stuff that is merely a surplus, and that has not been rejected—they have always given us our bills, and then we have written to the chief of the bureau to receive the amount of surplus timber, if the constructor and the commandant of the yard approved of it, and said that it was wanted or required; so that we have never been obliged to remove any of our surplus timber, though we have always been obliged to remove all our condemned timber.

Question. Then you say that it has been the practice of the government to allow this surplus timber to remain in the navy yards?

Answer. Yes, for a reasonable time, until we could write and see about it. I have had to remove it when they have said they had enough and did not require it. But in almost all cases they have received it.

Question. I want to ask you about the price that the government is required to pay to Mr. Swift for this timber. Is it a high or a low price, taken in reference to a reasonable time to get it out? Is it a fair price or an extravagant price?

Answer. I think it is certainly not an extravagant price. It is lower than any timber of that sort has been contracted for, I think, for a good many years.

Question. Where the usual time has been given?

Answer. I think it is. I know that Mr. Swift found a great deal of fault with me for putting the price down so low, when I offered mine to the government, as he was obliged to take that price too; however, I had put it down as my price.

Question. You have said that this timber was sometimes wanted immediately?

Answer. Yes, sir. I have furnished it at various yards, when timber was required right off; when they want it immediately they always buy it upon open purchase.

Question. Is there any intimacy between you and Senator Bigler?

Answer. No, sir; I never spoke to him in my life.

Question. Did you ever have him approached in your behalf?

Answer. No, sir, I never had any conversation with a congressman in my life upon the subject of contracts, or with any other officer of the government. I never got a contract through any political influence, or any other influence, except that of being the lowest bidder, in no instance whatever.

Question. What kind of a man is Mr. Swift for responsibility as a contractor?

Answer. I think he is extremely responsible. He has that reputation.

Question. And for punctuality?

Answer. I do not know anything about that. I never knew anything about his contracts except this one.

Question. I do not know as you have said anything to the point as to the immediate need of the department for timber at that time?

Answer. You mean this particular kind of timber, I suppose. At Kittery there was a very decided necessity for it, and so in Norfolk they used some of my timber there. Another I know of, when they wanted to use the timber, and they applied to Mr. Lenthall to let them use it, and he would not consent to it.

Question. Do you know of any other places where they were in such immediate need?

Answer. No, sir.

By Mr. Bocock:

Question. What price were you to get under your former contract for this particular timber?

Answer. One dollar and sixty-five cents a foot.

Question. If the government had followed the general practice and taken your surplus timber at the contract price, what would you have received for it?

Answer. They would not have taken this at contract price. This surplus was promiscuous timber; the other was cut to a particular shape, ready to be put into the frame of the ship at once without extra work upon it. This was promiscuous timber cut with no other design than to be used for various purposes.

Question. There is one statement of yours that I feel it my duty to question you further about. In answer to a question you have said that you have always understood that it was the purpose of the department, in framing these specifications in the advertisement, to exclude competition and to take your and Mr. Swift's timber. Do you say that it was the object of the department to prevent other people from coming in and underbidding you, if they could furnish it at the time at a lower price?

Answer. If you understood me to say that, I do not think I under-

stood the question, my explanation now would be that the Secretary of the Navy knew, and the chief of the bureau knew that there was nobody else in all America that had the timber and could put it in at such a time but Mr. Swift and myself. There was not any such timber in the United States that was already got out except ours. There was nobody else in the business but Mr. Swift and myself who could furnish it. The Secretary knew there was no such timber any where else in the market. But he told us distinctly that if we did not put it in at a reasonably fair price they would not take it at all.

Question. What peculiarity was there in the specifications?

Answer. I do not remember of any.

Question. Was there a clause in the specifications which enabled the Secretary to refuse to accept any of the bids?

Answer. Yes, sir; there was.

Question. Accompanying that he made the declaration to you that unless your bids were reasonable, he would not take them?

Answer. Yes, sir; if I had bid for myself, I should have put in at \$1 10 as I had already offered my timber to the Secretary at that price, and he would have considered my bid exorbitant if I had put in at higher prices.

Question. Is it common for combinations among timber dealers to put up the price?

Answer. There has never been any combination on my part except in this case.

Question. Do you know of any combinations among dealers to put up the price of timber?

Answer. Yes, sir; not upon the government particularly, but in the trade generally.

FEBRUARY 9, 1859.

JAMES BIGLER recalled.

By the Chairman:

Question. Did Mr. Swift pay you for your lumber delivered under the contract you mentioned?

Answer. He has paid me for part of it.

Question. How much is still back?

Answer. I think about five thousand dollars.

Question. What reason, if any, does he give for retaining this sum?

Answer. One reason which he assigns is that he has not fulfilled his contract, and the government may not pay him his percentage.

Question. What percentage do you refer to?

Answer. On all deliveries there is only 85 per cent. paid, and the other 15 per cent. is withheld for the completion of the contract.

Question. What other reason did he assign?

Answer. Two or three other reasons.

Question. Please to state them.

Answer. After making this arrangement with Mr. Swift to have him take my timber—some little time after that—he wanted to know if I was going to send my men out this year to get live-oak. I told him that I had no idea of doing so; my principal object was to sell

the timber which I then had on hand. In November my foreman came to me and said it would be necessary to go down and take care of our things that he had there—our cattle, equipments, and all our teams, &c.; it was necessary to take charge of them, or the property would go to waste; and he suggested to me the propriety of going down and getting some timber. I thought it was a good idea, and told him that he had better do so; and consequently they sent out to Louisiana and got some timber—not with any particular design, however; we knew not what we should do with it, but thought it might be required during the coming season. Here within the last few weeks Mr. Swift found out that I had some men in Louisiana cutting timber, and he said that was a violation of our contract, and that was one reason why he should not pay me.

Question. What other reason did he give?

Answer. He said he should charge me a thousand dollars for my proportion of the expenses of getting this contract.

Question. What did he say would be the expenses incurred in getting this contract?

Answer. He would not tell me that.

Question. Did he name to whom he had paid any money?

Answer. No, sir.

Question. Did he tell you what the character of those expenses was?

Answer. He said it was unnecessary to say; he said I could draw my own inference; and simply told me that he should charge me that.

Question. What proportion does your contract bear to his whole contract?

Answer. I had about 35,000 feet of timber in the yards, and they wanted 125,000 feet; but in delivering this timber, as I told you yesterday, they had taken at Kittery between three and four thousand feet of my timber, and used it, which did not come into the arrangement at all—that had no reference to the contracts. They also paid me for some three or four thousand feet at Norfolk, in the same way; that did not come into this calculation at all. I think my contract included about 23,500 feet in round numbers; it may vary a few feet from that. That would be all that would come into this arrangement, being about one-sixth of the whole.

Question. What was the quality of the timber which you furnished?

Answer. The very best of timber.

Question. What size?

Answer. The sizes I furnished, principally, were from twelve to eighteen inches.

Question. The larger class of timber?

Answer. Yes, sir. I did furnish a very small quantity of ten inch timber; probably not over five hundred feet altogether.

Question. What was the quality of the timber furnished by Mr. Swift under this contract?

Answer. That which they received, I think, was very good. He has a large amount of condemned timber in the different yards now, sir.

By Mr. Bocock :

Question. Have you ever been an active politician ?

Answer. No, sir. I never had anything to do with politics in my life. I never got a contract through political influence.

FEBRUARY 10, 1859.

JAMES BIGLER re-called.

By the Chairman:

Question. Mr. Bigler, I would like to have you look at this document shown you, (Senate executive document No. 21, 35th Congress, second session, pages 24 and 25,) and state how you came to make the offer contained in that document ?

Answer. I was induced to do it by the letter of the chief of the bureau, as you see here.

Question. Was there any public advertisement in regard to that matter ?

Answer. I never knew that there was.

Question. Did any body submit a proposal besides you and Mr. Swift ?

Answer. I was not aware who did. I know he did and that is all I know about it.

Question. Do you know whether your proposal was shown to any one ?

Answer. Not that I know of.

Question. To whom was the contract awarded ?

Answer. I understood some time afterwards that it was given to Mr. Swift.

Question. I want you to state more fully than you have done, what influences Mr. Swift brought about or used, to have the contracts of September, 1858, annulled. I wish you to state under oath, fully, all the information you had upon the subject from Mr. Swift ?

Answer. I think I met Mr. Swift here twice. He wrote to me to come on, and said to me that he was satisfied that those contracts, as I very well knew, could not be filled; this was before the time had run out at which they should be filled. He said if they were not filled he was satisfied that the parties would have to give them up; the government were under obligations to him, and he thought he could bring such influence to bear that they would give him these contracts. He said it was due to him for services rendered; I told him that I hoped he would succeed, as I felt a deep interest in it.

Question. Proceed. I am informed that you have had fuller conversations than you have stated with Mr. Swift; and I wish you to state under oath the substance of those conversations ?

Answer. That is the substance—that Mr. Swift was satisfied that he could, through certain influences, bring about the annulling of these contracts, and the contract would then be given to him.

Question. Did he state what influences he possessed ?

Answer. No, sir; he said they owed it to him as a debt. They were under obligations to him for services rendered; and he was confident he could accomplish this object.

Question. Did he state what the character of that debt was?

Answer. No, sir, he did not.

Question. With whom did he claim to have the influence necessary to secure the cancellation of those contracts?

Answer. With various members of the Cabinet; and he said particularly at the White House, but he did not say that it was the President.

Question. Did you come on in consequence of this?

Answer. Yes, sir.

Question. Was this before or after the time had expired for the delivery of that timber?

Answer. The last conversation we had was about the time that the contracts had expired.

Question. Now I wish to ask, at the time Mr. Swift put in his bid, and you put in a higher bid, was it contemplated and expected by you and him that his bid would be accepted by the government?

Answer. We thought so; I thought so and he thought so. He said it was probable that some of these other fellows would put in lower from what he could hear and from what he could find out. He had been here for some days, but I did not come here until eleven o'clock on the day when they opened the bids at three. He said he was satisfied that there would be several other bids put in, and he might not get it; but he said he was sure to get it in the end, and therefore we made a written contract, under seal, of what he would do in case he got it.

Question. Have you that contract with you?

Answer. No, sir, I have not.

Question. What is the purport of it?

Answer. The substance of it is this: whereas the government is advertising, and has advertised for certain live-oak to be delivered at various navy yards, and he (Swift) has got 135,000 feet, and I (Bigler) have got 35,000 feet; in case said Swift should get any or all of these contracts, he would purchase my timber, provided I would not bid against him, at the same price he should get for his.

Question. Is that the same contract to which you referred before; you have not before said that it was in writing?

Answer. Yes, sir, it is the same thing.

Question. What did he tell you besides what you have stated as to his influence with the government over the awarding of contracts?

Answer. I have given you the substance of what was said; there was considerable said; I do not remember the exact words; that is the substance of it.

Question. What degree of intimacy existed between Mr. Swift and the officers of the government in charge of the Navy Department?

Answer. I have no reason to believe that there was any intimacy between him and the chief of the bureau, any more than any other contractor would have.

Question. What degree of intimacy existed between Mr. Swift and the head of the department?

Answer. I do not know; he claimed to be a friend of Mr. Toucey's;

I do not know that he had any particular influence there himself; my idea was, for he was a very close-mouthed man, that it was through other influences, or through outsiders.

By Mr. Ritchie:

Question. Did he state to you the character of the services that he alleged he had rendered?

Answer. No, sir, not at all; he said that he had done a great deal for the administration.

By Mr. Bocock:

Question. At the time you made this proposal, was there any partnership between you and Mr. Swift?

Answer. No sir, none.

Question. Was there any understanding between you?

Answer. Not in the least.

Question. Were these fair prices, at which you proposed to furnish this timber?

Answer. That was a less rate than I was furnishing my contracts for, which were precisely the same thing; I think it was a trifle less.

Question. Who did you say got that contract?

Answer. Mr. Swift got it.

Question. How did his prices differ from yours?

Answer. They are precisely the same thing, \$2 and \$1.50; only I had it so much for curled and so much for straight, and he bid for all together. But there was none of the curled furnished, and so the prices are precisely the same. I do not know why he should have had any preference.

Question. Did you have all the timber on hand at the time?

Answer. No, sir; anybody would have had to cut it specifically. It was particular pieces to fill contracts that had been called for.

Question. In relation to this conversation between you and Mr. Swift, did you understand Mr. Swift to say that he had any promise from the President or Secretary of the Navy or any other officer of the government upon which to rely for getting this contract, or was it simply his own opinion, from what they owed to him for what he had done.

Answer. It was his influence; he was satisfied that he could do this from intimations; he did not say from whom, whether the President, the Secretary, or any member of the Cabinet. He did not state any particulars, but only gave me to understand that he was sure of that contract, there could be no mistake about it, and I would be sure, if I entered into this arrangement, of selling my timber.

Question. Did you understand him to say that this confidence of which he spoke in that conversation was founded upon services that he had rendered, and of what he supposed they owed him for those services; or was it founded upon what people had told him—that he would get the contracts?

Answer. No, sir; I did not understand him to say that he had been told that he would get them.

Question. It was his understanding of what the government would do for him?

Answer. Yes, sir; for the services he had rendered. It was the influences that he could bring to bear in consequence of his services.

Question. It was his opinion of what he could do with the government, founded upon the services he had rendered?

Answer. Yes, sir; that is my idea.

Question. Did he ever tell you that the President had told him he would get the contract?

Answer. Never, sir.

Question. Did he ever tell you that the Secretary of the Navy had told him so?

Answer. No, sir; he said the Secretary of the Navy had told him that we were faithful contractors, and there was no reason why the timber should not be taken for the government wanted it. He thought it was due that the timber should be taken, as it had always been taken under similar circumstances.

Question. Does it not come within your knowledge that there is some bad feeling between Mr. Lenthall and Mr. Swift?

Answer. I think there is. I think he has tried to override Mr. Lenthall, and I think Mr. Lenthall has resisted it.

Question. Does it not come within your knowledge that you are more a favorite with Mr. Lenthall than Mr. Swift is?

Answer. I think it is very probable.

Question. This investigation has gone so far that I must ask you a question that I should not otherwise have put to you. What are your politics?

Answer. It would be very hard for me to tell.

Question. How have you voted? Did you vote for Mr. Buchanan?

Answer. No, sir.

Question. Have you ever voted for democrats?

Answer. I voted at the last presidential election for Mr. Fillmore. I have voted for democrats.

Question. Do you know what Mr. Swift's politics are?

Answer. I only judge from the fact of his stating that he had been prominent in helping the election of Mr. Buchanan.

Question. How long has it been since this coolness has existed between Mr. Swift and Mr. Lenthall?

Answer. I think it existed from the time the first contracts were taken. The first time that I ever saw him was when I met him here; I think it was some four years ago. I was introduced to him by Mr. Jarvis, who was then inspector at the Gosport navy yard. Mr. Jarvis said: "This is Mr. Swift, whose father was an old live-oak contractor, and I presume he is bidding for these contracts." That was the first time that I ever saw Mr. Swift, but I had previously heard that there was such a man. I was here, and Mr. Dobbin was unwell. The bids were opened, and we were kept here a number of days and could not find out anything about it. Mr. Dobbin was not well enough to come to his office, and Mr. Lenthall would not take the responsibility. I did not know why the contracts were not awarded, but supposed that it was on account of the sickness of Mr. Dobbin. I found out afterwards that there was another reason; there was a

bidder below all the rest, and one who, by right, would have had the contract; but he was found to be an irresponsible man, and his security was not good. Mr. Swift was very much disappointed because my bids were a trifle under all his. He charged me with knowing what his bids were, for he thought it was strange that my bids should have ranged so uniformly just under his. He got but one ship, and I got three; and then he charged me—in a pleasant way, however—that Mr. Lenthall had favored me. I think he must have charged Mr. Lenthall with it, too; for I thought Mr. Lenthall was indignant about it. From that time there seemed to be a coolness between them.

Question. Is that a correct scale of offers to furnish live-oak, under the advertisement of the Bureau of Construction of May 2, 1857? [showing witness the document above referred to, pages 26 and 27.]

Answer. Yes, sir; I should think it was.

Question. Who got the contracts?

Answer. Mr. Swift got all the contracts but one then.

Question. This was not the time that you referred to before?

Answer. No, sir; the contracts to which I referred were made two years before this.

Question. What sort of a man was this Rodolphus Swift? He seems to be the lowest bidder; why did he not get the contract?

Answer. It appears from the note that his bid, being number ten, was received on the 16th, which was too late to receive proposals.

Question. Except Mr. Swift, who was the lowest bidder of the three, who was the lowest bidder?

Answer. Brown & McGilvery, who offered for \$68,000. Mr. Swift bought them out.

Question. Has there ever been any case when you were the lowest bidder, in which you did not get the contract?

Answer. I am not aware that there has ever been such a case.

J. BIGLER.

No. 56.—JOHN APPLETON, STATE DEPARTMENT.

FEBRUARY 9, 1859.

JOHN APPLETON called and examined.

By the Chairman:

Question. Were certain contracts for the delivery of live-oak timber sent to you by any friends of yours during last fall?

Answer. No, sir; no contracts were ever sent to me.

Question. Any papers relating to contracts?

Answer. Some gentlemen in Maine applied to me upon the subject, and requested me to call at the Navy Department in their behalf. They informed me that they were the lowest bidders, yet, as they understood it, some Massachusetts contractor, who had bid higher than they had, was about to receive the contract because these Maine contractors could not deliver the live-oak in the short time specified.

Question. Please to state the names of any parties you refer to.

Answer. I am not sure, but my impression is that the letter from Maine came from a Mr. Berry. As it was intended that he should be bondsman for other parties, it was in reference to them that he applied to me.

Question. What did you do?

Answer. I went over to the Navy Department. This was the first I had heard of them having any such contracts. I thought it my duty, as a man from Maine, to go to the department and make some inquiry. I went there and saw Governor Toucey, and inquired of him in relation to the subject. He explained to me that the advertisement had been issued some little time previously, inviting bids; that several bids had been received; that among others, some men from Maine had bid; that the firm of Swift and somebody else—Swift & Bigler, I think—had bid; that the contract had been awarded to the men in Maine—

Question. Buxton & Lawrence?

Answer. Probably those were the names. The contract had been awarded to them as the lowest bidders, but they had failed to file their bond. I ought to say that Mr. Berry, when he wrote to me, wrote that he was unwilling to sign the bond for these men unless the time was extended, for it was altogether impracticable for them to furnish this timber unless they had another season to get it in. And it was in his behalf, rather than that of the contractors, that I made this application to the Navy Department. Governor Toucey said that these men had not complied with the terms of the advertisement, had not filed their bond, and he feared he would have to proceed against them, and if any of the timber was needed to buy it in open market and charge it against them under the law. I told him I thought that would be rather hard upon them. I then asked him if the timber was really so important for the wants of the navy as to render it necessary, in his opinion, to give the contract to a higher bidder rather than extend the time a little and get it at the lowest price, that was the only point I made. I objected, in behalf of the Maine contractors, to the giving out of that contract to persons, Swift & Bigler, or anybody else, at high prices, if he could get it at lower prices merely by waiting a little, provided the timber was not needed at once. I asked in behalf of these Maine gentlemen that they should have the privilege of a season to get out this timber, if there was no great necessity in the matter, in order that the department and the government might have the difference between the low and the high price. Governor Toucey said he would think of the subject; that there were various kinds of timber really wanted; that the advertisement was fairly made, and that these gentlemen had bid when they had not the timber on hand, and probably did not see their way clear to furnish it, and that it was not dealing fairly with the government to do so; that if a man bid he ought to be held to his bid in justice to the other bidders, or else there was no virtue in advertising for proposals. He said he was not disposed to do injustice to the Maine people, and would see me again about it. I saw him once after that at the department; I went over for that purpose. He said that since I saw him before he had received a bid from Swift & Bigler, or from one or the other of them, in which they

proposed, in order to avoid the difficulty I had mentioned to him previously, and which he felt himself, as I understood, to take the contract at the rate of the lowest bidder, and furnish the timber at once. He said he did not see how the department or the government could suffer under that arrangement, or how any of the contractors could suffer, as it saved the interests of the government, and saved any loss to the first contractors, as there would be no charging up against them. He proposed to accept this low bid, and get the timber at once, instead of waiting a year to allow it to be cut and then taking it at the same price. That relieved my difficulty, or rather presented the case in an aspect that I could not very well answer, and I left it in that way, and had no further conversation with him upon the subject.

Question. Did Mr. Berry make any other objection to signing the bond, except the fact that the time was too brief for the delivery of the timber?

Answer. I do not think he did. I think that General Berry wrote me that these Maine contractors had asked him to become security for them, but he was satisfied that they could not comply with the terms of the contract, and he was not willing to put his name upon a bond for a contract that could not be executed. He said something about the department calling for the timber in a very short time, adding that he supposed it might have been in consequence of the rumors of a war just about the time the advertisement had been issued; but as that difficulty had now passed away there was no such immediate necessity for the timber. He said that if I would apply at the Navy Department and get them to extend the time for a year he would be willing to sign the bond for his friends.

Question. Is that all you know of the matter?

Answer. Yes, sir; I have never had any conversation with Governor Toucey except to make that suggestion, and withdrew it when he received it in that way.

By Mr. Boccock:

Question. Did you formally withdraw your objection to his proceeding to award the contract to Mr. Swift?

Answer. I do not know that I formally withdrew it; I only felt myself silenced as to any further objection.

Question. Did the Secretary state the amount of timber that he thought was necessary?

Answer. No, sir; he merely said that portions of it were necessary. I know nothing about such matters, and can say nothing about the quality or kind of timber.

Question. Did he say that he was satisfied that these gentlemen had bid without any intention to comply with their contracts?

Answer. I do not know that he said that; but the idea he communicated to me was that nobody ought to make a bid under an advertisement, unless he felt that we could comply with the terms of the bid, and that it was unfair to other contractors or bidders for him to come in at a low price and then ask to have the time extended under which to fulfil the contract; that was the idea communicated to me.

JOHN APPLETON.

No. 70.—TESTIMONY OF W. C. N. SWIFT, OF NEW BEDFORD, MASS.

FEBRUARY 11, 1859.

W. C. N. SWIFT called and examined.

By Mr. Bocock :

Question. Where do you reside Mr. Swift?

Answer. In New Bedford, Mass.

Question. What is your occupation?

Answer. I am a merchant.

Question. In what article do you deal?

Answer. I carry on the whaling business in New Bedford. I am an importer of oil, &c.

Question. Are you engaged in any other business?

Answer. I have also some live-oak contracts with the government.

Question. How long have you been engaged in the timber business?

Answer. I first commenced in that business when I was nineteen years old.

Question. Have you been carrying it on more or less ever since?

Answer. Yes, sir, with intermissions of several years.

Question. How long have you been supplying timber to the government?

Answer. I was supplying timber to the government from 1834 to 1844, I think.

Question. You have also supplied the government with timber subsequently to that time, have you not?

Answer. I do not think I supplied this government with any timber between 1844 and 1855 ; I made a contract with the government in 1855 and in 1857.

Question. The next contract after that of 1844 was in 1855?

Answer. I think that was the case.

Question. Were you an applicant before that time for contracts to supply the government with live oak—say from 1854 to 1855?

Answer. Yes, sir, I made application frequently.

Question. But got no contract?

Answer. No, sir.

Question. Were you a bidder under the proposals of June, 1858?

Answer. I was.

Question. What was the peculiarity of those proposals, or was there any peculiarity as compared with other proposals for specifications?

Answer. I do not remember any peculiarity about them.

Question. Was there no peculiarity in regard to the length of time allowed for the delivery of timber under those proposals?

Answer. The time was shorter than usual.

Question. Do you know why that was?

Answer. I suppose the government had need of the timber.

Question. Who were the contractors under those proposals?

Answer. I was the contractor ; or, at least, I got the contract subsequently.

Question. How did it happen that you got the contract?

Answer. I suppose it was because I could furnish the timber more advantageously than anybody else.

Question. Were you the lowest bidder among those who bid originally?

Answer. I suppose I was not.

Question. Do you know who were the lowest bidders?

Answer. I do not know of my own knowledge; I have heard.

Question. Were you here about the time those proposals were being issued, and being made up in the department?

Answer. I do not think I was; immediately before.

Question. Did you have any conversation with the Secretary or chief of the bureau in relation to the getting up of these proposals, or with regard to a change in the time allowed for delivery?

Answer. I did not.

Question. Neither with the Secretary, the chief of the bureau, nor the President?

Answer. No, sir; I do not remember having any conversation at all upon that subject.

Question. What was the time allowed for the delivery of the first half of the timber?

Answer. I think it was the first of September.

Question. When was the contract awarded to you?

Answer. It was some time during the month of September; perhaps about the 20th.

Question. When did you make the first delivery of timber under that contract?

Answer. I do not remember the dates of the bills; I suppose the time the bills were made out fixed the date of delivery. It was some weeks subsequent to that, as well as I remember.

Question. How did it happen that you were able to supply the timber in so short a time?

Answer. I had a part of it on hand at the time.

Question. Where was your timber that you had on hand?

Answer. A considerable portion of it was in the navy yards.

Question. Where was the remainder of it?

Answer. Some of it was in New Bedford, some in Falmouth, and some in Louisiana.

Question. How did you happen to have that timber on hand?

Answer. I had had a contract with the government for furnishing certain kinds of timber, and in procuring that I got other timber which I was aware was required by the service.

Question. What was done with that other timber?

Answer. It was sent forward with the timber which I had contracted to deliver.

Question. Is it the custom, when you are fulfilling a contract, to have timber which is not suitable, and store it in the navy yards, or do they require you to remove it?

Answer. It is always the custom, so far as my observation has

extended, for such timber to be received and taken by the department.

Question. How taken by the department?

Answer. In procuring live-oak timber to fill our contracts, when we have to furnish pieces of peculiar shapes, (crooked timber, for instance, as in this case,) there are a great many other pieces which must be procured at the same time or left to be wasted; and that would be a policy which the naval commissioners who had charge of these matters, and with whom for the most part I had had these contracts previously, took into consideration; and they always took the surplus timber from contractors. It was the practice of the department. And in every instance when I procured timber in that way it has been received in the navy yards and allowed to remain there, and has been purchased by the department when wanted.

Question. Has that been the case with other contractors, that articles not called for by the contract would be received and allowed to remain in the yards?

Answer. It has always been the case with live-oak timber, so far as my knowledge extends.

Question. Was there any difficulty in relation to your storing this timber in the yards?

Answer. There was no objection that I heard of except in the Philadelphia yard. I heard of no objection until I received a letter from Commodore Stewart stating that the timber must be taken out.

Question. Did you have any conversation with the constructor there, or at New York, in relation to storing timber in those yards?

Answer. I do not remember that I did, sir.

Question. What did you do when Commodore Stewart objected to your storing timber in the yard?

Answer. I replied to him that my business was such that I could not leave home at the time, but as soon as I could I would come on and attend to it. In the mean time, if he chose to have it stored away at my expense he could do so, and leave it to the department to decide upon the matter.

Question. What was the result; was there any appeal made to the department about it?

Answer. I think there was; I suppose there was. The result was that the timber was piled up.

Question. What was there peculiar about this timber that made it inadmissible under your former contract?

Answer. It had not the shape and form required by the contract.

Question. Do you mean that it was not crooked timber; that it was straighter timber than was required?

Answer. Yes, sir; it was straighter timber.

Question. Was it such timber as is used in building and repairing vessels.

Answer. It was.

Question. How happened you to get straighter timber, or timber of a different shape, than that which your contract called for?

Answer. As I said before, in procuring crooked timber it is neces-

sary to get straight timber with it, or it would be wasted ; and this straight timber is more required in the repairs of vessels than crooked timber is ; it is more useful for some purposes. A certain portion of it is as necessary as the crooked timber in carrying on the service.

Question. Did you make any recommendation to the department about that timber, or propose to sell it in open purchase.

Answer. I did.

Question. What was the result of that proposal?

Answer. They declined to purchase it.

Question. Do you know upon what ground they declined?

Answer. I understood that the ground was that it was necessary to advertise, although the timber was represented by the constructors in the navy yards at Norfolk and New York, and I believe in other yards, as being wanted.

Question. To whom did the constructors represent that they wanted it?

Answer. To the department. I cannot say that I know it, although I have no doubt of it.

Question. You say it was represented that they wanted it ; to whom was it represented ; was it to you?

Answer. I had a conversation with those gentlemen, and understood them to say that they thought the timber was needed ; and it is the custom, I think, of the constructors and proper officers of the yard, when articles are in the yards that are required for the service, to report the fact to the bureau.

By Mr. Ready :

Question. What gentlemen were those with whom you had this conversation?

Answer. I refer particularly to the constructors at New York and at Norfolk.

By Mr. Boccock :

Question. When the statement was made to you by the department that it was necessary to advertise, were you then informed that they would put the advertisement into a form to include your timber and exclude other bidders?

Answer. Not at all, sir.

Question. What was the statement made to you by the department in relation to the advertisement when you made the proposal to sell them the timber in open purchase?

Answer. The statement made to me was, that the department would advertise for such timber as they wanted.

Question. For the timber they wanted, or for such timber as you had?

Answer. For the timber they wanted. They did not advertise for such timber as I had.

Question. When the advertisement appeared, did you represent to other gentlemen that they need not bid, because that advertisement was intended simply to cover your timber?

Answer. No, sir ; I could not have made any such representation as that.

Question. Do you say that you had nothing to do with fixing the time at which the first half of the timber was to be delivered, and shaping the advertisement as it came from the department?

Answer, I do, sir.

Question. Was all your timber that you had stored in the yards received under these proposals from the department?

Answer. It was not.

Question. How much of it was rejected?

Answer. A very large proportion of it, sir ; how much I cannot say.

Question. What has been done with that?

Answer. It is in the yard yet. I have verbally requested the bureau to hold a survey, and to have persons appointed to reinspect it, believing that too great rigor has been shown in its inspection.

Question. In what yard has your timber chiefly been rejected by the inspector?

Answer. I think more of it has been rejected in New York than in in the other yards ; but it has been rejected in several yards.

Question. Do you know whether the timber that you have supplied under this last contract has been used by the government, and to what extent it has been used?

Answer. I do not know that of my own knowledge. Some of it may, perhaps, have been used in Portsmouth, New Hampshire ; but I am not positive about it from my own knowledge.

Question. What has been done with the timber ; have you seen anything done with it, so far as passed under your observation and within your knowledge?

Answer. I have seen some of it used ; I do not know that I have seen the remainder of it stored away.

Question. You say you have seen some of it used?

Answer. Yes, sir.

Question. At what yard have you seen some of it used?

Answer. At the New York yard.

Question. How much have you seen used?

Answer. I have seen some of the timber of the new sloop building at New York, which the constructor told me was got from my timber.

By Mr. Ritchie :

Question. Was some of your timber taken for the new sloop now constructing at New York?

Answer. Yes sir.

By Mr. Boccock :

Question. What sloop is that?

Answer. I do not know that she is named ; it is one of those that were authorized at the last session of Congress.

Question. Do you mean that the frame of the vessel is made of your live oak?

Answer. Yes, sir ; some of the top timbers ; I would not say that it was all of live oak, but the greater part of it is.

Question. Is the frame of that vessel made of live oak?

Answer. A part of it is made of live oak and a part of white oak, the most of the floor timbers are white oak, I think.

Question. Did you have a sufficient quantity of timber of your own to deliver all that was required at the first delivery, in September?

Answer. No sir; I did not.

Question. What did you do; how did you meet the requirements of your contract?

Answer. There was timber belonging to other parties that was used.

Question. What other parties?

Answer. To Mr. Bigler, of Newburgh, New York, and Oliver Swift, of Falmouth.

Question. Did you make any arrangement with Mr. Bigler to get possession of his timber?

Answer. I had an understanding with Mr. Bigler about it.

Question. What sort of an understanding? What do you mean by an understanding? Did you have a contract or agreement with him; and if so, what was the nature of it?

Answer. There was a contract or agreement between Mr. Bigler and myself previous to the reception of the proposals under these contracts, which was based upon the contingency of the acceptance of my proposals.

Question. What was the nature of your bargain with Mr. Bigler?

Answer. The nature of it was to the effect that it would require the timber of both of us to comply with the requirements of the contracts, and that it should be for mutual advantage or disadvantage.

Question. How is that?

Answer. The agreement was that the timber should meet with the same market upon the average.

Question. I do not know whether you have made that sufficiently distinct. Did you make any specific agreement to take his timber if you got the contract, and did he agree to take yours if he got it?

Answer. I agreed that if my proposal was accepted I would take his timber in upon certain terms, which was upon the principle of mutual advantage?

Question. What were the terms?

Answer. I do not know that I can state more distinctly than that. I do not remember. I never have seen the writings since.

Question. Was his timber to be taken at the same price with yours, or at a different price?

Answer. It was to be taken at the same price.

Question. Was there any alternative proposition that if his bid should be accepted he was to take your timber?

Answer. I think not.

Question. Did you get his timber under that arrangement?

Answer. No, sir, not under that arrangement, because the bargain or agreement was based upon the contingency of the acceptance of my bid, which was not accepted; but subsequently we entered into another agreement.

Question. What was the nature of that agreement?

Answer. Mr. Bigler was to pay me one thousand dollars.

Question. For what—for the privilege of letting you have his timber?

Answer. He gave up his timber to me, and I was to furnish it to the government and give him the same price that I got for it.

Question. He was to let you have his timber and pay you a thousand dollars, you say; upon what account was that thousand dollars to be paid?

Answer. It was on account of the greater responsibility which I took in the matter. The situation of things had been changed. At the time these proposals were sent in, I had a much larger amount of timber than I had when I took these contracts; it had been received upon my other contracts, so that there were very great difficulties and disadvantages to me in executing this contract; and in view of that, and the responsibility which I took, and the expenses which I had incurred in the matter, I told Mr. Bigler that it was right and just in my judgment that he should pay me a thousand dollars, and if he would do so, the original arrangement should continue; and he said he would.

Question. Was that thousand dollars to cover the expenses you had been at to get this contract made; did you so state to Mr. Bigler, that he ought to pay you a thousand dollars on account of expenses you had been at to get this thing through?

Answer. No, sir; I stated that I had been at great expense; I had been here in Washington a great deal endeavoring to get the timber taken; I told him that this was not a subject for argument, if he agreed to it, it was a bargain, and if not it was not; I thought it was right and just that he should pay me a thousand dollars; and I think now that it should have been more, on account of the disadvantages I labored under and the great increase of expenses in consequence of my having so short a time.

Question. Did you not tell him that it was in consequence of the great expenses you had been at to get this thing through?

Answer. No, sir, I do not remember having used any such expression.

Question. You say now that it was partly in consequence of expenses?

Answer. Yes, sir; I named that to Mr. Bigler as one reason why I thought it was just; the conversation was only for a few moments.

Question. When he asked you what these expenses were, and how they arose, what reply did you make to that?

Answer. At this time he asked no such questions that I remember.

Question. Did he ever ask you such questions?

Answer. Yes, sir; subsequently he asked some such question, and intimated that I had paid something to get the contract; he said if I had paid anything he wanted to know it, and I told him that I had not paid anything.

Question. Did he ask you if you had paid anything to get the contract?

Answer. He said something to that effect; he said if I had he wanted to know how it was, and I told him that I had not done so.

Question. Did you not tell him that this matter of expense was a thing that you could not explain, and could not go into with him?

Answer. I told him that there was no explanation to be made in relation to that matter; that was the understanding between us. This thousand dollars he agreed to pay without any argument, but afterwards he demurred at paying it, and wanted some explanations. I told him that I had no explanations to give; he had agreed to pay it to me.

Question. What was the nature of the expenses that you had been at?

Answer. I had spent a good deal of time in Washington in the course of this business, and my expenses had been pretty large, my hotel expenses, &c.

Question. Were there any other besides hotel expenses and travelling expenses, and loss of time?

Answer. I do not know of any.

Question. Were there any little donations made around anywhere?

Answer. No, sir.

Question. Was there any money given or present made to any officer of the government?

Answer. No, sir; no present of money.

Question. Was there any present of money, or any other valuable article?

Answer. Not to get any contract.

Question. Was there any present made by you to any officer of the government on any account?

Answer. Well, I may have given a box of wine and a few cigars—nothing more.

Question. To whom was a box of wine given?

Answer. I think it was long before this matter was talked of; that is my impression.

Question. To whom was it given?

Answer. I have given one to Mr. Welsh?

Question. You have given him a box of wine?

Answer. Yes, sir.

Question. And what else?

Answer. I think I gave him a hundred cigars.

Question. Is that all that you have given him?

Answer. I said one box; it may have been a box or two of wine?

Question. Cannot you remember, distinctly, how much wine you gave him?

Answer. I cannot; I do not know how much it was.

Question. Can you not remember whether you gave him wine more than once?

Answer. I do not think I did; I cannot remember, and still I may have done so.

Question. Have you given anything else to any officer of the government?

Answer. I have not.

Question. Can you fix the time, from recollection, when you gave this wine and cigars?

Answer. I think it is more than a year ago.

Question. Was there any understanding between you and Mr. Welsh, when you gave him the box of wine, that he would intercede for you to get the contract?

Answer. No, sir; there was none.

Question. You said, I believe, that Mr. Bigler's timber was received under this arrangement, in fulfilment of your contract?

Answer. In fulfilment of the agreement subsequent to the contract.

Question. Did you get timber of anybody else to aid you in fulfilling this contract?

Answer. Yes, sir; I did.

Question. Who else?

Answer. Of Oliver C. Swift, of Falmouth, Mass.

Question. How much did you get of him?

Answer. He thought he had about 16,000 feet; but how much there proved to be of it I am not able to say. I think it was not much more than half of that amount.

Question. Did you ever say anything to the President about getting contracts from the departments?

Answer. Never, sir.

Question. Did you ever say anything to him about your services in behalf of the democratic party, and in favor of his election, and make any claim on that ground?

Answer. Never, sir; not a word.

Question. Did you ever speak to the Secretary of the Navy upon that subject?

Answer. Never, sir.

Question. One of the witnesses has testified that you stated you could bring influences to bear to enable you to get this contract—that you expected that contract and could bring influences to bear to get it. What were those influences?

Answer. I do not remember making any such statement.

Question. Did you rely upon the assistance of the President in getting the contract?

Answer. I did not, sir.

Question. Did you rely upon the Secretary of the Navy, thinking that in consequence of your services to the democratic party he would be disposed to give you the contract?

Answer. I had no reason to suppose so, from the fact that the Secretary of the Navy had stated to me once, when I told him that other contractors had had favors which were denied to me, and being a friend to the administration I thought I ought to stand, in my turn, a better chance for favors than its opponents.

Question. What favors had other persons received which were denied to you?

Answer. In the reception of timber and the buying of timber.

Question. Buying timber in open market?

Answer. I thought so, and the Secretary told me that he never should lay himself open to the reproach of partiality; this was a business matter and he must treat it as such, and render equal justice to all. In other matters, which were not business matters, he said the friends of the administration would be entitled to consideration.

Question. Did you rely upon the assistance of Mr. Lenthall to help you through with the contract?

Answer. I did not, sir.

Question. Did you rely upon any special favor from Mr. Welsh?

Answer. I did not, sir. Mr. Welsh has never aided me at all to my knowledge. He has always said that my business was bureau business, which he had nothing to do with.

Question. How did the intimacy spring up between you and Mr. Welsh, that led to your making him a present of this wine and cigars—how long have you known him?

Answer. I have known him for several years.

Question. Did you know him before he went into the Navy Department?

Answer. I have only known him since he was chief clerk there.

Question. Had he shown himself specially friendly to you in any way?

Answer. Not in the way of business. I have often asked him and tried to get him to aid me, but he said it was out of the line of his duty.

Question. Did you expect Mr. Plitt to interfere with the President and Secretary?

Answer. I did not, sir. I never have made any application, directly or indirectly, to the President in relation to this matter.

Question. At what prices did you agree to take the contract for the supply of timber at the different navy yards?

Answer. There were different prices; \$1 09 for some kinds.

Question. What was your last proposal which was accepted by the department? What were the prices at which you ultimately agreed to furnish this timber at the different yards—cannot you fix it by any standard, without naming the particular sums, say with regard to the prices of other gentlemen?

Answer. I offered to take it at the lowest prices, whatever they might be, provided I could have all the contracts.

Question. You agreed to take it at each yard at the prices of the lowest bidder, provided you got all the contracts; the lowest bidder for each yard, do you mean?

Answer. Yes, sir.

Question. Have you complied with your undertaking to any extent, with regard to supplying the Pensacola yard?

Answer. The contract has been abrogated by the department, although I think it was done unjustly.

Question. Your contract?

Answer. Yes, sir; my contract has been abrogated.

Question. When was it abrogated?

Answer. It was abrogated, I think, about the middle of December last. I had in Louisiana at the time these contracts were taken fifteen thousand feet or upwards of live-oak timber, which had been procured

last year and was ready for shipment, and I expected to have shipped it immediately to the Pensacola yard to comply with the terms of the contract, but the yellow fever prevailed in that section of the country. This timber was about five or six miles north of Berwick city, and the yellow fever prevented its shipment, for vessels could not be obtained to carry it. As soon as the season would permit, I sent vessels from the north to get it; but they had long passages, and were a long time loading, and that was the cause of the delay in furnishing it at this yard. The contract was abrogated. I represented that vessels were under charter to take the whole amount of this timber—that is, twenty-five thousand feet, and that it was all procured ready for delivery. The commodore of the yard, who had heard that these vessels had been loading, or probably the bills of lading had been sent there, advised the department that he had heard of this timber being shipped, and the department then instructed him to receive it until the first of February.

Question. How do you know the contract was abrogated; were you notified of it?

Answer. Yes, sir; I was notified of it.

Question. Did you proceed forthwith to make these representations to the department that you speak of?

Answer. I wrote a letter to the chief of the bureau as soon as I received the notice, and telegraphed to him likewise, I think.

Question. Communicating these facts to him?

Answer. Yes, sir.

Question. How much of your timber has now been delivered at Pensacola?

Answer. I am not able to say. The vessels have sailed, but they have had long passages, and have been a long time loading. Whether there is one there now or not I do not know.

Question. Do you know whether any one of your vessels has delivered a load of timber at Pensacola?

Answer. Yes, sir.

Question. How many vessels do you know?

Answer. There were five vessels chartered, I think.

Question. How many of them do you know to have arrived?

Answer. I only know that one has arrived. I suppose that two must have arrived. One vessel that was chartered to go to that yard has been lost.

Question. One of your vessels?

Answer. Yes, sir.

Question. With its load of timber?

Answer. It was a vessel that I had chartered; but she was lost previous to her taking her load of timber; that delayed the operations likewise.

Question. Do you remember a contract in the fall of 1857 which was abrogated, and was afterwards proposed for by you and Mr. Bigler?

Answer. Yes, sir; a contract for the New York yard.

Question. It seems from the statement that your bid and Mr. Bigler's were at the same prices; you proposed to supply the timber at the

same price he did. How did it happen that you got the contract over him?

Answer. I understood from Mr. Bigler that his bid was not in accordance with the letter of the department; he bid for other kinds of timber in addition to those required by the department in the letter to him. His bid in that respect was informal.

Question. He bid not only for the species of timber required, but for others also?

Answer. Yes, sir, for others which they did not require.

Question. Have you in any case, so far as you know, received a contract from the department when there were others proposing to supply the timber upon equally favorable terms?

Answer. There were none; but I would state that a contract was made in 1856, I think, which Mr. Bigler got, for completing a frame in Norfolk. I wrote to the department requesting the privilege of bidding for it, but my request was not granted.

Question. Was there any circumstance within your knowledge which made it particularly important for the government to have a good supply of live oak of the sort you had on hand in 1858?

Answer. Yes, sir; in my judgment it was necessary, and if it is proper I will state why I think so.

Question. State any reason within your knowledge.

Answer. I knew that the supply of live oak, straight live oak, promiscuous timber fit for repairing ships, was very small indeed. At Norfolk, conversing with the constructor, I understood him to say that he thought the repair of the two 74's which were lying in the yard at the time (the Delaware and the Columbus, I think) would take all the timber of that kind in the yard, so that the yard would be entirely deficient. I believe it to be substantially the same in other yards. At that time there was a very great excitement in relation to the search of our vessels by British cruisers, and it was stated that the Navy Department had ordered our vessels to fire into and attack these ships to prevent their doing it. There certainly was very great danger of a collision. If that had occurred, it would have been found that all the yards were very deficient of these materials. I think that the department would have been very much blamed for not laying in a store of these materials, which cannot be obtained in time of war.

Question. Do you know of your own knowledge anything about the quantity of timber kept on hand at the British navy yards?

Answer. I do, sir. I have had a contract with the British government, and have been at several of their dock yards; and I know that their supplies are very much larger than ours.

Question. Which of their dock yards?

Answer. At Portsmouth and at Chatham particularly; I have delivered materials at those yards.

Question. Have not they a much smaller number of yards at which to keep timber?

Answer. I am not able to answer the question. Portsmouth and Chatham are great depots. The requirements of their service are very much greater than of ours; but the English, I suppose, do not

consider themselves liable to a blockade of their ports in time of war, which might be the case with us.

Question. Do you say now distinctly that you never took any steps to have any of your services to the democratic party, and your contributions to aid the election of Mr. Buchanan, made known to him or to the Secretary of the Navy, as a ground for receiving favor as a contractor?

Answer. I do, sir.

Question. Do you know whether this was ever so represented to them?

Answer. To the President, to my knowledge, no representation of the kind has been made. I believe some friends of mine called upon the Secretary of the Navy in the early part of the administration, and stated something of the kind to him. That is not of my own knowledge.

Question. Did they do it at your instance?

Answer. No, sir; I think not.

Question. Cannot you be certain about that; whether it was or was not so?

Answer. I believe that I never asked any man to approach the Secretary upon that ground.

By Mr. Ritchie:

Question. You say that you had no contracts from 1844 to 1857?

Answer. I was mistaken. I remember that I had a contract; I think it was in 1855, for frigates framed at Pensacola; which I complied with.

Question. What amount of timber did you contract in 1857 to deliver?

Answer. 150,000 feet in one contract, and 15,800 feet in another.

Question. That was all in that year?

Answer. I think it was, sir.

Question. Under your contract of July 1, 1857, you had until July 1, 1859, to deliver the timber?

Answer. Yes, sir.

Question. Under your small contract, of November 17, 1857, you had until July 20, 1858, to deliver the timber?

Answer. Yes, sir.

Question. Under the advertisement of last June, at what time were the contracts awarded?

Answer. The Secretary was unwell, and there was some delay. It was in August, I think.

Question. What was the amount of timber to be delivered under that contract?

Answer. 150,000 feet, I believe.

Question. One-half the timber was to be delivered by the 1st of September, and the other half by the 1st of February. Have you ever known or heard of a contract to that extent with such a short time as that for delivery?

Answer. No, sir; I know of none such.

Question. It has not happened before in the history of live-oak transactions, so far as you know?

Answer. I do not know of any such instance.

Question. How much timber did you furnish under this last contract?

Answer. Really, sir, I am unable to say.

Question. Can you give any guess?

Answer. I do not know that I could. There is timber lying in the yards that will come in under that contract that has not been received.

Question. You say "they did not advertise for such timber as I had." Do you mean that you had no such timber as they advertised for?

Answer. No, sir; but I had timber not included in the advertisement, and some that was advertised for I had not.

Question. Had you any that was included?

Answer. I had. I did not mean to say that I had not the timber. The advertisement was not made to suit my timber; if it had been, it would have been different. That is what I meant to say.

By the Chairman:

Question. Please to look at the following table:

Contracts with Swift for live-oak.

July 1, 1857.—Brooklyn, Philadelphia, and Gosport, 150,000 cubic feet.....	\$207,840
Time deliveries by contract, July 1, 1858; July 1, 1859.	
November 17, 1857.—Brooklyn yard, 15,800 cubic feet...	25,100
Time of delivery by contract, July 30, 1858.	
September 23, 1858.—Kittery, Charlestown, Brooklyn, Philadelphia, Gosport, Pensacola, 150,000 cubic feet.....	166,900
Time of delivery, by contract, one-half immediately; balance February 1, 1859.	

389,840

Total, 315,800 cubic feet; amounting to \$389,840.

Does that state correctly the amounts of your several contracts with the government for live-oak timber in 1857 and 1858?

Answer. It is a correct statement.

Question. Did you take an active part in the election in Pennsylvania for President in 1856?

Answer. I took a great interest in it.

Question. How much did you contribute towards that election in Pennsylvania?

Answer. I do not remember, sir.

Question. About how much?

Answer. I do not remember, sir.

Question. How much did you pay yourself, or procure to be paid, to any one to aid in the election in Pennsylvania in 1856?

Answer. Really I could not state, except from the examination of my books.

Question. Was it as much as \$10,000?

Answer. It was.

Question. Was it as much as \$20,000?

Answer. I think not.

Question. It was between these two sums?

Answer. I think it was, sir.

Question. Are you acquainted with Mr. George Plitt?

Answer. Yes, sir.

Question. How much of this money did you pay to him?

Answer. All of it I think, sir; most of it.

Question. Are you related to Mr. Plitt?

Answer. No, sir; I am not.

Question. What agreement did you enter into with him at any time? Did you enter into any agreement with him, at any time, in regard to his services in procuring you contracts?

Answer. I think that at some time during the last administration, five years ago, more or less, I do not remember the time, I had some conversation and agreement, in fact, with him.

Question. Was that agreement in writing?

Answer. I think so.

Question. Have you the agreement now?

Answer. I presume I have a copy of it.

Question. Will you please to produce it?

Answer. I cannot produce it; I have it somewhere, I suppose; but where it is I do not know.

Question. Have you not a copy in this city?

Answer. No, sir; I have it at home, but I should not know where to find it.

Question. What is the purport of it?

Answer. As nearly as I remember it was, that being occupied in other matters, I could not come on here; and if he could make it convenient to come and could negotiate a contract upon certain terms, for certain kinds of live oak, in a certain quantity, I would pay him a certain percentage.

Question. How much per cent.?

Answer. I think it was ten per cent.

Question. What kind of services did this contract contemplate and provide for?

Answer. That he should come on here and represent the matter to the department, and get a contract.

Question. How long was this before you paid him the money to aid in the election?

Answer. It was a year or two previous.

Question. Was that contract a continuing contract?

Answer. No, sir.

Question. Do you not know that he understood it as a continuing contract?

Answer. I never understood so until recently; I understand it now.

Question. Did you ever deny that it was a continuing contract until last October?

Answer. It never was asserted to be a continuing contract until recently.

Question. Is Mr. Plitt a timber merchant?

Answer. I suppose he is not.

Question. Has he ever been engaged in that business?

Answer. Not that I am aware of.

Question. Did you at any time between the first of April and the appearance of this advertisement furnish to the department a schedule of the timber you had on hand at the navy yards last spring and summer?

Answer. I offered to the department some timber that I had lying at the Norfolk yard some time, I think, between the periods you specified.

Question. I will repeat the question. Did you furnish to the department a schedule of the timber you had on hand prior to the publication of this advertisement?

Answer. I made an offer to the department of the timber I had, supposing that they would purchase it.

Question. Did you, in that offer, furnish a schedule of your timber?

Answer. In the offer, I stated the timber I had to deliver. I proposed to deliver certain quantities of timber.

Question. Did you describe that timber, the quantity and character of it, in your offer?

Answer. I did; I presume I did; I made a proposition of the kind, and must have done so.

Question. Was that timber afterwards taken under your contract of September, 1858?

Answer. Some of it was.

Question. What proportion of it was, three-eighths, nine-tenths, or what?

Answer. I cannot say, sir.

Question. Was it one-tenth?

Answer. More than that.

Question. Was it three-fourths of the timber you had?

Answer. I think not; but really am unable to say. I do not know.

Question. What they did not take is still in the navy yards?

Answer. Yes, sir.

Question. How long before the advertisement of June, 1858, was it that you made this offer and furnished the schedules?

Answer. I do not remember, sir, I suppose it was in the month of May.

Question. What was the usual quantity of live-oak timber furnished to the government annually prior to 1857?

Answer. During the administration of the Navy Department, by the Navy Commissioners, under the Secretary of the Navy, before the bureau system, the plan of adding \$500,000 worth of live-oak timber annually to the stores in the yards, was adopted, and carried out, I believe.

Question. Do you say that the government bought \$500,000 worth of live-oak timber annually prior to 1842?

Answer. I think so. There were very large contracts given out in 1836, and always previous to that the navy commissioners bought all the live-oak they could get at fair prices. The prices were higher than they are now, and the expense of procuring the timber was much less.

Question. Can you state the amount annually called for during the administration of General Pierce?

Answer. I think it was very little. I do not know what was called for by the bureau; but what was appropriated for by Congress, I believe, was very little. The amount was comparatively small; hence, arose the necessity, the absolute necessity of adding to the stock.

Question. Were the contracts awarded to you upon your bids of 1857?

Answer. Three contracts.

Question. Were you the lowest bidder?

Answer. I believe I was.

Question. Did you alter your bids after you put them in?

Answer. I did not.

Question. Was there any alteration in the bids after they were opened?

Answer. Not to my knowledge.

Question. Have you delivered all the live oak under your contracts of 1857?

Answer. I have not; the time has not expired.

Question. How much of it have you delivered?

Answer. I have delivered considerably more than the amount required in the contract for the first year's delivery.

Question. The balance is not yet delivered?

Answer. It is not.

Question. Have you delivered all the live oak called for under your contract of November 17, 1857?

Answer. I have delivered it all, and delivered in duplicates many pieces which were considered of a doubtful quality and liable to rejection. But 150 odd pieces are deficient on account of rejections.

Question. Has that Blanchard contract been cancelled?

Answer. It has not; I have delivered every piece.

Question. Was that advertised for before it was given to you?

Answer. I believe not.

Question. How came you to bid for it, then, or to enter into the contract?

Answer. I was notified by the department that a bid would be received from me for it.

Question. Do you know whether anybody else was notified?

Answer. I have understood that Mr. Bigler was notified.

Question. Do you know why there was not a public advertisement?

Answer. I think that when a contract is not complied with, it is at the discretion of the department to give it to whom they please—to make it an open purchase.

Question. Do you know whether any other live-oak dealer was notified of the neglect of Blanchard?

Answer. I do not, sir.

Question. In September, 1858, how much were you delinquent upon the Blanchard contract?

Answer. Only the pieces that had been rejected.

Question. Had you at that time delivered one-half of the timber covered by the contract of 1857 in each of the navy yards.

Answer. I had, more than half, at all the navy yards except Philadelphia, where, in consequence of an error of shipment, there was a deficiency of a few hundred feet.

Question. Did not the officers of the yards direct you to have your rejected timber removed, in the summer of 1858, as it was interfering with the public interest and business?

Answer. Only in one instance was a complaint made that I am aware of, and that was in Philadelphia.

Question. What steps did you take; did you remove it?

Answer. I proposed that it should be piled up, so as to be placed out of the way.

Question. Did you move it?

Answer. I did not move it.

Question. Did you apply to the department in regard to this matter?

Answer. I made a statement of the case to the department.

Question. What order was issued from the department?

Answer. I do not know, sir; I suppose an order to have it piled up.

Question. At the time you made the arrangement with Bigler was it not understood that he was to put in a higher bid than you in order to prevent competition between you and him?

Answer. I think it was.

Question. Did you expect to receive the contract at your bid when you put it in, in the summer of 1858?

Answer. I do not think I did, sir. The department in the proposals had reserved the right of not giving out any contract if they saw fit. I supposed that if the department thought the bids too high, although it might be the lowest bid, they would not accept it unless I cut it down.

Question. Did you not know at the time that no other bidder could comply with the requirements of the advertisement?

Answer. I supposed that to be the case.

Question. Was not that spoken of and talked over between you and Mr. Bigler?

Answer. It may have been.

Question. Was not that spoken of and talked over between you and Mr. Welsh?

Answer. No, sir; I never spoke to Mr. Welsh about it that I recollect.

Question. Was not that spoken of and talked over between you and Mr. Toucey?

Answer. No, sir.

Question. Was it not anticipated by you and by Mr. Toucey that your lumber would be covered by that advertisement?

Answer. I cannot say what the Secretary anticipated.

Question. Was it not understood between you and Mr. Toucey?

Answer. I did not have an understanding with Mr. Toucey. I had urged the Secretary to buy my timber. I thought he ought to buy it; and I think now he ought to have bought it, and to have given me a fair price for it.

Question. Was it not understood between you that your bid was the only one that could be accepted under the advertisement?

Answer. I thought I was the only one that had the timber to comply with the contract.

Question. Did Mr. Toucey know that fact?

Answer. I cannot say.

Question. Do you not know that he knew it?

Answer. He knew I had timber, because I had urged him to buy it.

Question. Did he not know that no one else could deliver it at that time?

Answer. I do not know about that.

Question. Was it not spoken of between you and him?

Answer. I do not remember speaking of it. I urged upon the Secretary to purchase my timber; and I said that I understood that the timber was wanted.

Question. Did you not inform him that no one else had that kind of timber in the market?

Answer. I do not think that I gave him that information. Whether he knew it or not, I cannot say. I do not remember making such a statement.

Question. Was it not known by all the bidders, and all the persons engaged in the live-oak business, that no one else could comply with that advertisement but you?

Answer. I do not know that I can answer that question. I suppose they knew, but I could not know that they knew.

Question. About what time was it that you travelled in company with the Secretary upon a visit northward?

Answer. I never accompanied the Secretary but once; that was while he was in Boston. He was there, and had made arrangements to visit the Portsmouth navy yard.

Question. When was that?

Answer. Last September.

Question. Did you visit the navy yard with him?

Answer. The Secretary had been informed that the train started at 10 or 11 o'clock, while the fact was that there was no train after the early morning train until the evening train. He had made arrangements, as I understood, to return home the next day.

Question. This has nothing to do with the question. Did you visit the navy yard with the Secretary?

Answer. The only time I ever went with the Secretary was when several gentlemen in Boston got up an extra train to go to Portsmouth with the Secretary, and back to Boston. I was of the party.

Question. Were you with the Secretary at the Brooklyn navy yard?

Answer. No, sir; I was not.

Question. Were you with the Secretary at the Philadelphia navy yard?

Answer. No, sir; nowhere except on the excursion to Portsmouth.

Question. Was this before or after the contracts were awarded to you last fall?

Answer. I think it was before.

Question. Have you had in your possession at any time a letter from the President?

Answer. Yes, sir; I have had several letters from the President.

Question. Had you a letter of recommendation from the President to any one?

Answer. I have had letters of introduction from the President.

Question. To whom?

Answer. To the Secretary of the Treasury.

Question. Had you letters of introduction from the President to the commandants of the yards, or either of them?

Answer. No, sir; I have not.

Question. To any officer of the yard?

Answer. No, sir.

Question. Have you had letters from the President recommending you to the Navy Department, or to any officer of the Navy Department?

Answer. No, sir; I have had no letters of recommendation.

Question. Did you not have in your possession a letter from the President recommending you for favorable contracts, and did you not show that letter to others?

Answer. I will state distinctly that I never had such a letter. I had a very kind letter of introduction from the President to the Postmaster General; but I never had any letter from the President in reference to contracts at all. The subject of contracts or money matters was never mentioned between the President and myself.

Question. Had you any conversation with Buxton & Lawrence, the lowest bidders under the advertisement of 1858, after they had put in their proposals, or before.

Answer. I had some conversation afterwards.

Question. What did you say to them about their contracts?

Answer. I cannot remember, sir.

Question. Did you tell them they could not fulfil their contracts?

Answer. It is very probable I did.

Question. Did you tell them that their contracts would be set aside?

Answer. I might have told them I thought so, or that I hoped so. That is very likely; but not that it would be so.

Question. Did you hold out any inducements to them not to fill their contracts?

Answer. I think not. They made a proposition to me that if I would give them a certain sum of money they would relinquish the contracts to me; which I declined.

Question. When was that proposition made?

Answer. I do not remember the date, sir; probably it was in August.

Question. Where was that made?

Answer. In Boston.

Question. Did you not say to them that it was no object for you to pay them for their contract, because it would be set aside anyhow, or words to that effect?

Answer. No, sir; I could not have said that. I told them their contract was not worth anything; that the price was so low that no man could afford to pay anything for it.

Question. Did you tell Mr. Brown that the advertisement was framed with a view to cover your timber?

Answer. I could not have told him so.

Question. Did you not seek to induce him to withhold his bid?

Answer. I do not remember any conversation with Mr. Brown upon the subject at this time.

By Mr. Ready:

Question. You said, during the first part of your examination, that you had timber at a good many yards, and at New Bedford and Falmouth; will you state how much you had at each place?

Answer. I really cannot state from recollection, sir. At Norfolk I supposed that I had more than 20,000 feet at the time; but it did not prove to be so much. At Falmouth and at New Bedford I supposed that I had 16 to 30,000 feet; but it proved to be less than that amount. The exact amount I cannot state. At New York I suppose I had 25,000 feet. I had some at Philadelphia; I suppose I had 12,000 feet there. I refer now to timber which would be received under the contract.

Question. Had you any timber at that time cut in Louisiana and ready to be shipped?

Answer. I had upwards of 15,000 feet.

Question. Had you any at Pensacola?

Answer. No, sir; I had not.

Question. You say the navy commissioners always took the surplus timber from a contractor; how did it happen that this surplus timber which you had in these yards was not taken from you when you filled your previous contracts?

Answer. I think, sir, that if I had been—I was going to say in the opposition, and the Secretary not fearful of doing favors to a partisan, he would have taken my timber; but I will not make that declaration. But I think my timber should have been taken by the department in the ordinary course of the business of the department, without any objection or delay, because it was required for the service.

Question. Did you not say to Mr. Bigler, when you and he were here in 1858, that you would get the contract for furnishing the timber, whether your bid was accepted or not?

Answer. I do not remember. I think I have heard Mr. Bigler say so. I do not think I ever said so. I may have said so, but I do not remember it.

Question. You spoke of a contract entered into at that time between you and Mr. Bigler; a written contract was it not?

Answer. Yes, sir.

Question. You also spoke of a subsequent contract entered into ; was that subsequent contract also written, or was it verbal?

Answer. Verbal.

Question. Why was not it written also?

Answer. I did not suppose that there was any necessity for having it in writing.

Question. Was that previous contract between you and Mr. Bigler cancelled?

Answer. By the terms of the contract it was contingent upon the acceptance of my bid.

Question. You each held a counterpart of the contract?

Answer. Yes, sir, and still hold them. The papers have not been delivered up.

Question. You said that in the last contract Mr. Bigler agreed to give you \$1,000 as a bonus or premium for your taking the timber off his hands?

Answer. He agreed to pay me a thousand dollars ; yes, sir.

Question. Was that verbal?

Answer. Yes, sir.

Question. Was any person present when that agreement was made between you and him?

Answer. No, sir.

Question. Were no witnesses called to it?

Answer. No, sir.

Question. You spoke of having incurred expenses, &c. How often did you visit Washington in reference to your contracts about this timber?

Answer. Very often, sir.

Question. How often do you suppose?

Answer. It is difficult for me to say definitely ; I spent a good part of my time here in attending to this business generally.

Question. When did your business first commence here with reference to that contract?

Answer. Other business which I had with the department called me here a great deal too. I came when the letting of the contracts was advertised.

Question. The contract was awarded about the 1st of August?

Answer. I think so.

Question. The contract was declared forfeited about the middle of September ; was it not?

Answer. Somewhere near that time.

Question. Very shortly after that you took the contract at the lowest bid, did you not?

Answer. I did.

Question. Between the time the letting of this contract was advertised in June, up to the time you received it in September, what proportion of your time did you spend here, in Washington, with reference to this thing?

Answer. I came here at the time the bids were handed in, and I

think I remained here until they were opened. I think I went home then.

Question. How long was that?

Answer. The Secretary of the Navy was unwell at that time, and in consequence the bids were not opened until he came to the department. It was more than a week, but less than two weeks, I think; I do not remember the precise time.

Question. When the bids were opened you went home?

Answer. Yes, sir.

Question. That ended your attention to it at that time. When did you return here again to see to it?

Answer. I think about the middle of September; but I do not recollect.

Question. How long did you stay upon that occasion?

Answer. I do not remember; probably a week.

Question. You think that within a week you closed the contract?

Answer. Yes, sir.

Question. Were you notified that the contract was abrogated and forfeited, and requested to come on for the purpose of entering into a new contract yourself?

Answer. I think not. I think I was here.

Question. Had you come here upon that account?

Answer. I cannot say that I came here upon that account; that was one reason, no doubt, of my coming here.

Question. Then you expected, before you came, that the contracts would be forfeited?

Answer. I hoped so sir; because I thought that, under the circumstances, it was right that they should be.

Question. If I understood you rightly in the first part of your examination, you stated that Mr. Bigler agreed to pay you \$1000 to cover your expenses, or because you had been at large expenses?

Answer. There were other considerations, sir.

Question. What were the other considerations?

Answer. The other circumstances that induced me to ask \$1000 of Mr. Bigler were, the different situation in which I was placed with respect to timber, between the time of receiving these proposals and the giving out of the contract to me; a large amount of my timber had been received upon my other contract. I had not the means of immediately filling the contract, which placed me in a disadvantageous position, and it has cost me a great deal of money to endeavor to comply literally with the contract.

Question. So you needed his timber very much?

Answer. He was free from this responsibility, risk, and trouble. Furthermore, his timber was all received, whether of one kind or another, while it was incumbent upon me to fill up schedules, making it more difficult.

Question. You needed his timber to fill up the schedule?

Answer. Yes, sir.

Question. You could not so readily have complied with the contract without getting his timber?

Answer. No, sir.

Question. Then it was a mutual accommodation to you?

Answer. I told him it was just that he should pay me \$1,000, which he agreed to do. I think now it should have been more for the trouble I have had.

Question. Although you could not have complied with your contract without getting his timber, you thought it just that he should pay you \$1,000?

Answer. Yes, sir, upon the principle of mutual advantage and disadvantage.

By Mr. Bocock:

Question. Suppose that Mr. Bigler had not paid you anything, and you had taken his timber at the same price you got for yours, whose timber would have netted the most to the man, yours or Bigler's, in proportion to the quantity of it?

Answer. His would.

Question. Explain that, if you please.

Answer. I have been obliged to pay additional freight in order to get my timber in upon the terms of the contract. I have had additional expense in my operations. I have operated at a great disadvantage. I have been obliged to order only certain kinds of timber cut, leaving the other kinds to be cut afterwards. I have to cut all upon this contract, instead of cutting upon both contracts, which would have been more advantageous.

Question. In purchasing of Oliver Swift where did you meet him; did you go to see him?

Answer. I think he came to see me.

Question. At what price did you take his timber?

Answer. Upon the same terms. I have agreed in one instance to pay five cents per foot additional upon a cargo of timber now being delivered at the Philadelphia navy yard, a cargo of 9000 feet or more, making \$450 upon that one cargo extra in consequence of the requirements of this contract.

By Mr. Groesbeck:

Question. Was Mr. Bigler very anxious to dispose of his timber at the time?

Answer. I think he was, sir; I understood so.

Question. You said you had visited the English navy yards, and saw large amounts of timber there; have they not a great many places besides their few navy yards where they accumulate timber for shipbuilding purposes for the government?

Answer. I think they have depots for their timber aside from their yards.

Question. Do they build their ships in the navy yards principally?

Answer. I suppose they do, sir; they build a great many ships in the navy yards.

By Mr. Bocock:

Question. From your knowledge of the location of our live-oak region, in case of a difficulty between this government and any strong maritime power, would it be possible for the government, unless it

had it already on hand, to secure sufficient supplies of live-oak in the navy yards?

Answer. They could not. It would be impossible for them to do it, I think. It has to be shipped, even to the Pensacola navy yard, for some distance. It would depend upon our ability to maintain a fleet sufficient to protect our whole coast. Live-oak can only be obtained in the southern portion of the Union, and must be shipped a considerable distance along the coast.

By Mr. Groesbeck:

Question. You have referred to a contract between you and Mr. Plitt, by which he obligated himself and agreed to aid you in getting contracts. Have you been for a long time a contractor with the government?

Answer. Yes, sir. I think the first contract in my own name must have been about the year 1840; but as a partner with my father, I was contractor in 1834.

Question. Was not this contract with Mr. Plitt a considerable time before even the nomination of Mr. Buchanan?

Answer. It was, sir.

Question. It was about five years ago?

Answer. I think it was about five years ago; in 1854.

Question. You have said two or three times that you thought the government should have taken your lumber. Were you of that opinion by reason of its past practice in such cases, or why did you think so?

Answer. From its past practice, and from the wants of the service.

Question. What has been the past practice of the government?

Answer. No live-oak contracts of any considerable amount were issued that I am aware of between 1844 and 1855. I do not think any contracts were issued in 1844. I am not aware of any during those ten years except a very small one for keelson pieces. Then the frames for six frigates were advertised for, and the contractors for them got the surplus timber which they delivered received—I speak of timber not called for by the contracts—so that I think up to last year all surplus timber had been taken by the department. Last year Mr. Bigler was finishing contracts which he had taken in 1855 and 1856, and his surplus timber was left in the same way that mine was. Up to 1844 I think the surplus timber had all been taken. It had been the practice of the government, when the timber was wanted, to take it.

Question. Your first contract begun in 1834?

Answer. Yes, sir; in the fall of 1833, I think.

Question. Have you been in the practice of selling large quantities to the government prior to the present administration?

Answer. Not since 1844, sir. I had a contract for one sloop, to be delivered at Pensacola, which I completed within the time specified. That was during the last administration.

Question. Prior to 1844 were you in the practice of delivering large quantities?

Answer. Yes, sir.

Question. Was that upon advertised contracts or open contracts?

Answer. Upon open contracts, I think, sir. I made several contracts with the board of navy commissioners when Commodore Morris was its chairman, with Commodore Chauncey, and with Commodore Warrington. It was their policy and their practice to secure all the live oak they could, and they bought so much that the government, when it found it had a large supply, thought no more would be wanted, and stopped purchasing in Mr. Tyler's administration, I think.

Question. And resumed again about ten years afterwards?

Answer. Yes, sir.

Question. Some reference has been made to the timber you had in the Philadelphia navy yard, which you say was afterwards piled up. At whose expense was that piled up?

Answer. I wrote, I think, to the bureau, stating that the timber might be piled up, and if purchased by the government it might be done at the government expense; but if I took it out of the yard I would pay all the expense of it; I think that was it.

Question. Are these yards large enough generally to furnish such accommodations to the contractors with the government?

Answer. The Philadelphia yard is very small, sir; I was not aware, however, that my timber was in the way; I had no notice of it until the letter I received from Commodore Stewart in September; I had heard no complaints that I remember.

Question. You have said that Buxton & Lawrence offered to relinquish the contract to you for a certain sum: Did they say anything to you about their preparations or expectations to perform the contract?

Answer. No, sir.

Question. Do you know whether they were doing anything in that direction?

Answer. No, sir; they were neither of them men that had ever procured live oak at all, as I have understood. They made no preparation at all that I am aware of.

By Mr. Ritchie:

Question. Is the other Mr. Swift a relative of yours?

Answer. Yes, sir; he is a cousin of mine.

Question. Does he live in your neighborhood?

Answer. Yes, sir; in Falmouth, Massachusetts.

By Mr. Ready:

Question. Were those additional expenses, the five cents extra freight, &c., anticipated in your arrangements with Bigler?

Answer. I supposed that in consequence of the timber being required so soon there would be trouble about it; I had no expectation of so much or I should have demanded more money.

Question. I understood that this expense was about freights?

Answer. Freights and loss, and disadvantage in procuring timber. It was very serious.

By Mr. Groesbeck:

Question. Did Mr. Bigler get out any timber under this arrangement?

Answer. No, sir.

By Mr. Ritchie:

Question. Would not your expenses in fulfilling your contract have been larger if you had not got Mr. Bigler's timber?

Answer. It may have been so, sir.

Question. Are you not certain that they would have been larger if you had not got his timber?

Answer. I think they would have been, sir, but the contract was based upon considerations of mutual advantage and disadvantage. It was in carrying out that idea that I asked Mr. Bigler the \$1,000.

FEBRUARY 15, 1859.

[The witness reappeared and made the following statement:]

I wish to say that the \$500,000 appropriation for gradual increase was not alone for live oak, but also for other imperishable materials. I believe the policy of the navy commissioners was to use the greater portion of the sum in purchasing that material; also, that during the Secretary's visit to Boston and Portsmouth in September last, I did not, in conversation with him, or in any other way, speak about or allude to contracts or other business of any kind; I also remember that the Secretary said to me, when urged to take my timber, that he required it, and would like to purchase it, but that the law said that advertisements should be made for all purchases when there was time, and that he should therefore advertise.

I was asked whether the advertisement was made to suit my timber. I wish to state that I had a fine lot of keelson pieces, the most valuable of any kind of timber, and I was obliged to deliver about 2,000 feet of that high-priced timber under the low prices of this contract. I lost \$1,000 I suppose upon that lot of timber, the difference between the fair price of that timber and what I actually received for it.

W. C. N. SWIFT.

No. 14.—JOHN LENTHALL.

FEBRUARY 5, 1859.

JOHN LENTHALL recalled.

By the Chairman:

Question. Has Mr. Swift offered any live-oak for sale to the department since March 4, 1857?

Answer. Yes, sir; he has two contracts.

Question. The question is whether he has offered for sale to the department any live-oak since March 4, 1857.

Answer. Yes, sir; the residues of the first contract; he has offered that several times.

Question. When? What quantities and descriptions?

Answer. I cannot say what quantities and descriptions, but there are letters on file in which he states the quantity, and gives a general description of what there was.

Question. When was this?

Answer. I cannot give the date, but it was before these last contracts were made.

Question. Was that timber purchased by the department?

Answer. No, sir.

Question. Why was it not purchased?

Answer. Because the Secretary of the Navy determined to contract for timber.

Question. Did the law authorize purchase without contract?

Answer. I think he could, in case of any urgent necessity of the service.

Question. With that exception, could the Secretary of the Navy have purchased without contract?

Answer. No, sir; I think not.

Question. Did not the Secretary so decide?

Answer. I do not know, sir, but that is our impression at the bureau.

Question. Did Mr. Swift submit his offer to the Secretary or to your bureau?

Answer. I think his letter is to the Secretary of the Navy, but we have it upon our records. It was sent down. (Appendix.)

Question. Was the timber called for in the advertisement of last June, or was it not similar to that which Swift offered?

Answer. A portion of it was of the same description, but not all.

Question. Did the quantity offered by Swift exceed or fall short of that advertised for?

Answer. My impression is that it fell short.

Question. Did you make a contract with Swift on or about the 17th of November, 1857, between the annual contracts?

Answer. I do not remember the date, but there is a contract with him, between the annual contracts, for supplying a deficiency from the default of a person who had to deliver timber at New York under an older contract.

Question. Was that timber advertised for?

Answer. No, sir.

Question. If not, by what authority was such contract made?

Answer. It was a default, and the government have the right to make it good at the contractor's expense. Making a contract is merely to have sufficient security for the delivery of the timber, so that there may be no failure.

Question. Was it let to Swift at the same rates which were given by the original contract?

Answer. No, sir; at higher rates. We wrote to different parties for their offers.

Question. Were other proposals invited?

Answer. Yes, sir.

Question. Who was invited?

Answer. Mr. Bigler.

Question. Any one else?

Answer. No one else.

Question. Has Swift complied with the terms of the contract?

Answer. I think it is not quite full. He says they have condemned a great many of his timbers; that he had a sufficient quantity there to meet any emergency that might reasonably occur.

Question. Has his contract been cancelled?

Answer. No, sir; I have no instructions to do it. He has delivered a great portion of the timber.

Question. What was the time allowed for the delivery of that timber, in fulfilment of Blanchard's contract?

Answer. (See appendix 10.)

Question. State, by reference to the exhibit now shown you, [see appendix A, attached to this deposition,] how much of the lumber upon that contract of November 15, 1857, has been supplied up to this date?

Answer. 9,767 feet are here stated to have been delivered. This is derived from the bills we have at our office.

Question. What was the amount of the contract?

Answer. 15,800 feet.

Question. State why, upon failure to complete this contract, the contract was not forfeited?

Answer. I cannot say that. Without instructions from the Secretary of the Navy I could not do it. In his letter Mr. Swift states that he has delivered the timber, but they have condemned it.

Question. You know of no reason, but wait the action of the Secretary?

Answer. I wait for instructions. I should consider that he had substantially complied with the contract. If I supposed he had not I should report it to the Secretary. It is almost impossible for any man to deliver the precise number of feet at the precise time.

Question. What should you consider a substantial compliance with the contract?

Answer. If he delivered three-fourths of the timber anywhere near the time appointed I should consider it as substantially carrying out his agreement.

Question. Who drew up the advertisement for live-oak timber dated June 14, 1858?

Answer. I did, sir.

Question. Under whose directions?

Answer. Under direction of the Secretary of the Navy.

Question. Was it submitted to the Secretary of the Navy.

Answer. Yes, sir.

Question. Did you draw up the first form of that advertisement?

Answer. It was technical, and there was no one else to do it?

Question. Was it approved by the Secretary of the Navy?

Answer. He saw it; that is the only form of approval it had.

Question. When was it drawn up—how long before the date of it?

Answer. I presume within a few days.

Question. Was the timber advertised under the date of June 14, 1858, a desirable description of timber for naval purposes?

Answer. It was represented at the different yards that they wanted small timber and straight timber; that they had occasion for it.

Question. From whom did you receive these representations?

Answer. From the naval constructors at the navy yards.

Question. Was it an unusual kind of timber for the navy?

Answer. I think not.

Question. Was not there an unusual quantity of small straight timber in it?

Answer. No, sir; under the previous contract large and crooked timber had been called for, and this was for smaller and straighter timber. I was of opinion myself that our stock was getting short.

Question. You have testified that Swift had live-oak timber on hand at the navy yards. Was that timber on hand at the time you prepared these advertisements?

Answer. Yes, sir; I presume it was, a portion of it.

Question. Were you consulted with regard to the purchase of that timber by Mr. Swift?

Answer. I was.

Question. Did you inform him that it was or was not a desirable lot of timber?

Answer. My impression is that I would have said it was desirable timber to have. I cannot remember the precise conversation; but if he had asked that question I think I should have said then as now, that I thought it was; that our stock was getting low and that our constructors wanted a supply. Any professional man would say the same.

Question. Was this timber wanted for immediate use?

Answer. Yes, sir; the constructors were asking for small timber, and we must either contract for it or they would be compelled to obtain it by open purchase.

Question. What is the usual time allowed contractors for delivering this kind of timber?

Answer. There is no fixed time.

Question. Has the time ever been less than one season?

Answer. No, sir; the last one includes one winter. They cut it in the fall and winter.

Question. In the advertisement of June 14, 1858, did you not require the first half of the timber to be delivered by the first of September, 1858?

Answer. Yes, sir.

Question. Was such a requisition ever made before?

Answer. It was not.

Question. State the reasons why this departure from the former custom?

Answer. The Secretary, as I understood him, desired to have the timber delivered within the shortest time that a bona fide bidder could furnish it; and I gave a time as short as I thought it could be delivered in.

Question. When was this advertisement issued?

Answer. On the 14th of June.

Question. When were the bids opened?

Answer. They were opened by me within two or three days, I think, after they came.

Question. When did you receive the bids in response to this advertisement?

Answer. We are compelled by law to advertise for 30 days. I do not recollect the exact time.

Question. Look at the advertisement and state the time?

[See appendix to the deposition of Joseph Grice.]

Answer. They are required to be sent by 3 o'clock on the 14th of July, 1858. They were all in the office by that day.

Question. How soon after that day did you open them?

Answer. I cannot say; it was probably within a couple of days.

Question. How soon after that was the contract awarded and entered into?

Answer. When I opened them I made a scale of the amounts bid, which were submitted to the Secretary of the Navy, and he had it to examine and look over before approving the bids, and it probably lay in his office.

Question. Please state whether the exhibit now shown you [see appendix to this deposition] is a statement of the bids submitted to you?

Answer. Yes, sir; I think it is.

Question. When were the contracts awarded upon these bids?

Answer. I cannot give the dates, but there are letters upon the records which show when I was ordered to notify the parties that were the lowest bidders.

Question. Please look at the exhibit shown you, [see appendix to this deposition,] and state when the bid was awarded to Mr. Grice?

Answer. August 14, 1858, is the date of the contract. The award was made earlier. It must be awarded to the party; he must execute the contract afterwards.

Question. At what date could Mr. Grice, in the ordinary course of business, have been notified that he was the lowest bidder?

Answer. When the Secretary directed me to award the contract to the lowest bidder, on that very day I wrote to him and notified him.

Question. Can you tell us about the date at which, in the ordinary course of business, the successful bidders would be notified?

Answer. No, sir.

Question. Would it be before or after the first of August?

Answer. It might be before that.

Question. Please furnish the date of the letter notifying them of the acceptance of their bids?

Answer. [See appendix to this deposition, 1, 2, 3.]

Question. Was it possible for contractors to comply with a contract to deliver one-half of that live-oak timber by the first of September, unless they then had the timber in or near the navy yards of the United States where it was to be delivered?

Answer. No, sir; I think they would have found it difficult.

Question. Could they have gone at that season of the year to the live-oak country, and cut any portion of this timber?

Answer. *Bona fide* dealers might have had some of it on hand.

Question. Do you not know that *bona fide* dealers in live-oak timber do not keep it on hand?

Answer. No, sir ; I do not know that. I think they do.

Question. How much do you suppose is kept on hand by all the live-oak dealers in the United States ?

Answer. We are now building a steamer by contract, and the contractor got all the timber for the ship's frame, and very quickly too.

Question. Do you not know that the live-oak is obtained from a country where the yellow fever prevails during the whole month of August, and that it would be impossible to get men to cut live-oak timber in the summer months ?

Answer. I do not know how that it is every year. I know that last year they had the fever very severely.

Question. Was it not contemplated at the time by you, and by the Navy Department, that if this advertisement was issued, and if the contract was entered into, those to whom it should be awarded could not comply with the contract ?

Answer. I cannot say it was by me.

Question. Do you not know that it was by the Secretary of the Navy ?

Answer. Indeed, sir, I do not. I do not know that he had any such conversation with me.

Question. Was it not contemplated by you that the government would be compelled to purchase the live-oak in the navy yards furnished by Swift ?

Answer. No, sir ; because this contemplates live-oak, I think, such as he had not in the yards.

Question. Did you not expect that the government would have to resort to the piles of live-oak then in the navy yards, and furnished by Swift, to fill these contracts ?

Answer. No, sir ; I had no reason to think they would be compelled to go to him.

Question. What part had you in this matter ? Did it devolve upon the Secretary of the Navy or upon yourself, as the head of the Bureau of Docks and Yards, in the ordinary course of business ?

Answer. When this timber was offered, the Secretary of the Navy consulted me, and I ascertained from the navy yards what they required. I had Mr. Swift's letter, and knew what kind of timber he had ; but when the Secretary instructed me to draw up an advertisement, I did not pay any attention to Mr. Swift's timber in doing so. But it would be impossible for me to advertise for the kind of timber required without advertising for the very kind of timber which dealers in ship timber would be likely to have on hand, because it will accumulate on their hands. I could not evade it, and it must include that of Mr. Swift as well as that of other *bona fide* dealers.

Question. Why did you permit Mr. Swift to pile his live-oak, not embraced within the contract, in the navy yards of the United States ?

Answer. It is usual for us to afford all the facilities possible, at all times, to persons dealing with the government.

Question. Did you not let him pile up there live-oak which was not within the existing contract ?

Answer. It was refused and rejected at the yard, having been

offered in fulfilment of his contract. After a large quantity of it was there, the fact was communicated to me.

Question. Did you communicate this fact to the Secretary of the Navy?

Answer. It is possible I did; I do not remember writing a letter about it. [Appendix, 21, 22, 23, 24, 25.]

Question. Did you authorize the commandants to let it remain there?

Answer. I do not remember; but if I did, it was probably a permission to let it remain until after the delivery of their other timber. Mr. Grice had a large number of knees which were rejected, and we let them lie there in the yard.

Question. Do you not require the contractors to remove every stick not embraced in their contracts before you will pay them the sums due upon their contracts?

Answer. If we were to require the contractors immediately to remove every rejected stick in large contracts of timber, it would oppress them; it would be hard upon them, and discourage them in dealing with us.

Question. You say no special favor has been shown Mr. Swift in allowing him to pile his live-oak in the navy yards of the United States?

Answer. Not so far as I know; we have granted the same to others—Mr. Bigler, for example; but sometimes it accumulates largely, as it will accumulate, and you cannot prevent it. In stowing vessels the agents of the contractors will put in small timber, which may possibly pass, and we cannot examine it until it has all been taken from the vessel and laid upon the wharf. You cannot examine it in the vessel, and it will not be attempted.

Question. Did you, in August, 1858, make any contracts for the supply of live-oak?

Answer. No, sir, excepting those with Grice and with Coates, Degraw & Beach.

Question. You then contracted for the amounts contained in the statement shown you?

Answer. Yes, sir; 25,000 feet for each yard.

Question. Have those contracts been complied with?

Answer. No, sir. I think Mr. Grice delivered 1,400 feet in Philadelphia, and no more.

Question. When was that delivered?

Answer. I presume before the first of September, because it is entered as having been received.

Question. How soon after the first of September was that contract with Mr. Grice annulled?

Answer. I have the letter and can furnish that. [See Appendix to this deposition, 4, 5, 6.]

Question. For what reason did you annul their contract?

Answer. I was directed by the Secretary of the Navy to make a statement to him of the state of this contract, which I did in a letter

to him. Upon that letter I was instructed to annul it. [See Appendix to this deposition.]

Question. At that time had you any existing contracts with Swift, made within the year previous, which he had not complied with?

Answer. No, sir, I think not; excepting this one in which he is supplying the deficiencies of Blanchard's contract.

Question. Had you any contracts with Bigler which had not been complied with?

Answer. Yes, sir; I think there were a few pieces deficient of his.

Question. Do you know anything about Coates, Degraw & Beach making an effort to comply with their contract?

Answer. No, sir; I do not know anything about that.

Question. Did they correspond chiefly with you, or with the Secretary of the Navy?

Answer. They wrote to me; I do not know whether they wrote to the Secretary of the Navy or not.

Question. Was their contract also annulled?

Answer. Yes, sir; they made no delivery whatever.

Question. With whom did you contract after them?

Answer. With Mr. Swift.

Question. How happened that?

Answer. He made an offer to take all these contracts at the lowest bid.

Question. Was the same offer made to anybody else?

Answer. Nobody else offered to do that?

Question. Was the lumber that had been stored in the navy yards in the summer previous taken in execution of this proposition of Swift?

Answer. I think it most likely, and presume that it was. I presume that all that Mr. Swift had there that would answer would be taken; that would naturally be the case.

Question. Did you recommend the abrogation of the contracts made in August, 1858?

Answer. No, sir; I made no recommendation, as you will see by the letter; but I suggested that if it should be set aside it would be advantageous to give it at the rate of the lowest bid, because I thought that the fair value of the timber. [See Appendix to the deposition.]

Question. Was not Mr. Swift, at that time, delinquent with regard to the contract of July, 1857? I will ask you to be particular before answering.

Answer. I think not.

Question. Is he not now delinquent in that contract?

Answer. I think not, sir.

Question. Does not the statement say that a portion of the timber is yet to be delivered?

Answer. Oh, you mean in Blanchard's contract.

Question. I ask you whether, at the time you cancelled the contract of Coates, Degraw & Beach, Swift was not a delinquent in his previous contract of July 1, 1857?

Answer. I think not, sir; except in that one of Blanchard's.

Question. What is the custom of the department when the lowest bidder fails to comply with his offer?

Answer. I think the law directs. The law says that the Secretary of the Navy must get it upon the best terms he can.

Question. Does it not say that he must give it to the next lowest bidder?

Answer. No, sir.

Question. Examine the statutes and state what the law is.

Answer. "If, after the acceptance of a proposal and a notification thereof to the bidder or bidders, he or they shall fail to enter into an obligation within the time prescribed by the Secretary of the Navy, with good and sufficient sureties, for furnishing the supplies, then the Secretary of the Navy shall proceed to contract with some other person or persons for furnishing the said supplies; and shall forthwith cause the difference between the amount contained in the proposal so guaranteed and the amount for which he may have contracted for furnishing the said supplies, for the whole period of the proposal, to be charged up against said bidder or bidders, and his or their guarantor or guarantors." —(Brightly's Digest, p. 677.)

Question. That does not meet the question. When the lowest bidder has entered into a contract and has failed to comply with the contract, what is to be done?

Answer. The department, at its option, may annul the contract.

Question. Are they not then required to give it to the next highest bidder?

Answer. No, sir; because then the Secretary of the Navy is to proceed to fill the contract at the original contractor's expense and cost. The delinquent is to be charged with it. We endeavor to get it upon the best terms, so that the delinquent may suffer as little as possible.

Question. Did you, in the case of the failure of Coates, Degraw & Beach to comply with their contract, inform the next highest bidders, and look for the guaranty under the indemnity?

Answer. No, sir.

Question. State any exception where any other cause than calling upon the next highest bidders has been pursued.

Answer. I do not know, sir; in several defaults we may have omitted to call upon them. We have no right to call upon the next highest person.

Question. Have you not done it?

Answer. If we could not obtain the timber at the lowest price, we have informed the next highest bidder.

Question. Is it not the custom always to call upon the next highest bidder in case of default?

Answer. No, sir; I do not know that that is the custom. I do not think it is. It may have been done in many cases, but in some cases we have omitted this. We make inquiries of these persons who have bid, for the reason that they are persons who are presumed to have articles of that description.

Question. What is the amount of reservation upon the stores of timber contracted for upon July 1, 1857?

Answer. I think it is fifteen per cent. upon the whole amount.

Question. Had Mr. Swift complied with that contract upon September 23, 1858?

Answer. That paper will show to what extent he has delivered, so far as our returns have been received from the yards.

Question. I ask you whether upon the face of the paper he has complied with that contract?

Answer. No, sir; the record shows that it is not yet full—that is, at this date. What it may be at the present moment I cannot say.

Question. Has he supplied one-half of the timber which under that contract was to have been delivered by the 1st of September?

Answer. Taking the aggregate at all the yards, I think he has.

Question. Is that delivering one-half the timber upon each contract?

Answer. It is all considered as one contract with one man.

Question. Then if he did not furnish any in Pensacola, but in New York he had too much, you would be satisfied?

Answer. Yes, sir; if he had furnished the full amount.

Question. Has he furnished any at Pensacola at all?

Answer. By a letter from the commodore, recently received, I learn that a vessel has arrived there with some six or seven thousand feet; that is all I know.

Question. What is one-half of the amount to be delivered under the contract at Pensacola?

Answer. Twelve thousand five hundred feet.

Question. Has this contract been annulled?

Answer. No, sir.

Question. Have any steps been taken to annul it; and if not, why not?

Answer. No, sir; because of the whole amount he has delivered much more than half.

Question. I ask you whether he has delivered any except that which he had on hand at the time the advertisement was drawn?

Answer. I cannot say; I do not know one way or the other; I do not know from what source he gets his timber.

Question. Whereby has the government been benefited by annulling the contract made in August with the lowest bidder?

Answer. We have actually got a large portion of the timber at the lowest rates.

Question. Do you pretend to say you would not have got it from these lowest bidders as soon as by human possibility the work could be done?

Answer. I cannot say what their means of getting it were.

Question. Has any contract ever before been annulled when the parties were proceeding in good faith to execute the contract as rapidly as possible?

Answer. We have annulled contracts when they have not been complied with.

Question. When the parties were proceeding as rapidly as possible, has there been a case of annulling the contract before?

Answer. We judge of that from the quantity they do deliver.

Question. Has any contract ever before been annulled when the parties were proceeding as rapidly as possible to comply with the terms of the contract?

Answer. I cannot say what is as rapidly as possible, because I do not know their means of doing it.

Question. I mean as rapidly as any man can do it who has to cut the timber.

Answer. We have annulled contracts for white-oak timber and plank when, I presume, the parties who furnished them thought they were proceeding very rapidly; but we thought otherwise.

Question. I will ask the question once more; your answers are all to be taken down. Has any contract ever been annulled in your bureau when the contractor was proceeding to get out his timber as rapidly as any man in the world could do it?

Answer. I cannot see how I could judge of the progress made, or the ability of these persons to do it; I cannot see that I have any means of judging of things of that sort; I can only judge from the amount delivered at the time the question arises to be settled.

Question. Are the advertisements for bids for live-oak issued by the department made upon the idea that the live-oak is then cut and on hand; or are they made upon the idea that it is to be cut and obtained as soon as practicable?

Answer. I do not think that enters into the view at all.

Question. Why, then, have you always allowed, before this, at least one season for compliance with the contract?

Answer. This allowed one season, because it was not to expire until the 1st of February.

Question. Did it allow one season to deliver the first half?

Answer. No, sir; it did not allow one season for the first half.

Question. Have bidders in any case before been required to furnish live-oak without being allowed time sufficient to cut it between the date of the contract and the date for delivery?

Answer. In the only other case of contracts of live-oak, two seasons have been allowed, because there was a large quantity required, and the timber was of a description difficult to get. This was not difficult timber to get.

Question. Has not the custom always been heretofore, without exception, to allow two years for the delivery of live-oak?

Answer. Yes, sir; the contract has been for two years; but in this last one, one season was allowed to get the whole.

Question. Have you ever received a communication from Commodore Pope with regard to live-oak at the Kittery navy yard being in the way?

Answer. I have received letters from him complaining, I suppose, of live-oak, at least of timber, being in the way in the yard. Mr. Bigler had a contract to deliver a frame.

Question. What communication did the department make to Commodore Pope with regard to that? What instructions did they give?

Answer. If it was in the way, I think it was to be piled away or removed. I do not remember exactly.

Question. Please to furnish a copy of the letter of Commodore Pope, and also of your correspondence with him upon that subject.

Answer. (See Appendix to this deposition, 8, 9.)

Question. Have you any official information that any timber has been received there from Swift, in accordance with the contract?

Answer. No, sir; I have no recollection of it.

Question. Have you received any complaints from the Philadelphia navy yard that Swift's live-oak was not in accordance with the contract?

Answer. If they rejected it, and it accumulated in any considerable quantity, they would probably report it.

Question. Have they reported it?

Answer. I think they did in Philadelphia.

Question. From what other yard has such a report come?

Answer. I got a letter a few days ago from New York, in which the constructor stated that there was a quantity of live-oak there in their way. That is but a few days since.

Question. What was the reason of the rejection of this live-oak?

Answer. They stated no special reason. It was probably want of size, want of crook, or some similar defect.

Question. Please furnish the recent letter from the naval constructor in New York.

Answer. (See Appendix to this deposition, 10.)

Question. Were any instructions issued for the resurvey of the timber complained of in the Philadelphia navy yard?

Answer. There was a report made a few days ago from the constructor or commandant of the yard as to certain timber which did not conform with the contract. The reply was, to examine it and see if it was in strict accordance with the contract.

Question. Please furnish the communications to which you refer with the Philadelphia navy yard.

Answer. (See Appendix to this deposition, 17, 18.)

Question. Does the table now shown you (see Appendix to this deposition) give the date and amounts of timber furnished, or to be furnished, under the contracts for live-oak timber made this last year?

Answer. Yes, sir; these are the quantities and sizes. The contracts of Samuel B. Grice and of Coates, Degraw & Beach having been annulled, are also included in the contracts of W. C. N. Swift.

Question. Is there now any contractor with the government of the United States for the delivery of live-oak timber except Mr. Swift?

Answer. No, sir.

By Mr. Bocock:

Question. You state that you are the chief of the Bureau of Construction and Repair; I desire to know the duties of that office.

Answer. To give directions for work relating to the construction and repair of ships, and to supply all materials requisite for that purpose.

Question. You are the chief adviser of the Secretary of the Navy in relation to all questions connected with construction and repair, and with procuring materials under the law?

Answer. Yes, sir.

Question. How long have you been in the office?

Answer. As chief of the bureau, I was appointed under Mr. Dobbin in 1854.

Question. What position did you hold before that time?

Answer. I was recognized here as the chief naval constructor. I have been here since 1849, but not as chief of the bureau; I was then naval constructor.

Question. You have been connected with the bureau since 1849?

Answer. Yes, sir. I came here from Philadelphia in 1849.

Question. State what work has been done in your department in the navy yards, according to your present means of stating, during the past year, in the summer and fall more especially?

Answer. At Portsmouth they have been working upon the "Constitution," which required very considerable repairs, and the sloop-of-war Portsmouth, and have been building one of the new sloops. At Boston they have been repairing the sloop-of-war Constellation, the sloop-of-war "Levant," and the brig Dolphin, and building one of the new sloops. At New York they have been fitting out the Sabine, Niagara, the "St. Louis," and the two store-ships Supply and Release, building one of the new sloops, and fitting the steamers Atalanta, Westernport, Caledonia, and Memphis. At Philadelphia they have been repairing the frigate "Congress," finishing the sloop Lancaster, building two of the new sloops, fitting out the steamer Chapin for the Paraguay expedition, repairing the merchant vessel Richmond, which had been very seriously injured by being run into by a government vessel. At Norfolk they have been building the sloop-of-war Richmond and one of these small sloops, repairing the "John Adams," and fitting out the steamers Southern Star, the Preble, Fulton, and Water Witch for the Paraguay expedition. At Pensacola they have been building two sloops, one called the Pensacola and one of the new sloops last authorized by Congress. That is all that I remember of the work during the last summer and fall.

Question. How did this amount of work compare with the amount of work at any time before going on in the navy yards?

Answer. I think that it is rather more than we have ever had at any one time before.

Question. What occasioned the necessity of this great amount of work being done last autumn?

Answer. Part of it was due to the fitting out of the Paraguay expedition. Occasionally ships came in wanting more repairs than we could foresee. In repairing a ship we may sometimes find it necessary to rebuild it.

Question. How many new sloops did you have at this time?

Answer. One at each of the yards; at Philadelphia there were two.

Question. How many new vessels have you had in progress during the last year?

Answer. Five authorized by the last Congress, and seven authorized since.

Question. Was there ever a time before when there have been twelve vessels in the course of construction at the navy yards?

Answer. I think not.

Question. Do you know any reason of state, or other reason, that made it desirable that the department should have these vessels completed speedily?

Answer. Yes, sir. A great desire was expressed to have government vessels of a smaller draught of water than we had hitherto had.

Question. Do you know of any troubles either existing or apprehended between this country and other countries which made it, in the view of the department, particularly desirable to complete these vessels speedily?

Answer. No, sir; only as a matter of general policy, that there should be smaller vessels.

Question. Did the Secretary communicate that to you as a reason for expediting the work?

Answer. Yes, sir; he expressed a desire that those small draught vessels should be hastened forward, because they might be wanted for a Paraguay expedition. We were to try to have them launched by the time Congress met. He was urgent with regard to that.

Question. Was there an order issued in relation to the time within which they should be completed?

Answer. No, sir; we were to launch them before Congress met.

By Mr. Groesbeck:

Question. I want to ask you this question in regard to vessels under construction and vessels under repair: In the first place, in regard to vessels under construction, I want to know of you, in view of all the circumstances, of procuring material, of labor, and everything of that kind which you have taken into consideration, whether the work of the construction of these vessels was ordered at the proper places and at the proper yards; or whether too much was accumulated at one yard to the neglect of another; was the work that had to be done in building the new vessels by the government rightly distributed among the different yards?

Answer. I think so. There was one given to each yard, and at Philadelphia there were two of the smaller vessels?

Question. Now, in regard to the repairs that were done in fitting out the Paraguay expedition, and the repairing done generally; was that work judiciously distributed among the yards?

Answer. I think it was. The work done in the New York yard was upon vessels taken up in New York. The work done in the Philadelphia yard was upon vessels taken up in Philadelphia. The work done in Norfolk was upon a vessel taken up in the waters of the Chesapeake. And all the yards had facilities and means for doing the work.

By Mr. Boccock:

Question. What effect had this large quantity of work, and the determination to complete it at an early period, upon the necessities of your bureau for supplies of timber, &c.?

Answer. It would make it more necessary to have it speedily than would otherwise be the case.

Question. How long has Mr. Swift been a contractor with the government for furnishing live-oak?

Answer. A great many years. I find his name upon the records for a great many years back.

Question. What has been his past reputation for efficiency and ability, and determination to fulfil his contracts?

Answer. Very good; I have heard nothing to the contrary.

Question. Was he a contractor for furnishing live-oak before this administration came into power?

Answer. Yes, sir. The contract, of which this one of Blanchard's is a part, was to supply live-oak that was used for the steam frigates; he had one of those contracts, and very promptly supplied it.

Question. Upon what ground was Blanchard's contract vacated?

Answer. He abandoned it, and declared that he could not fulfil it; he threw it up, and I hear there is something before Congress now upon the subject; there was last session.

Question. What, then, do you say was the course of the Navy Department in regard to that contract?

Answer. That contract was for moulded timber—timber cut to certain moulds or patterns—bevelled, &c., which it was difficult to get. Mr. Swift and Mr. Bigler had both previously supplied timber of that description, and we called upon them for offers to supply the deficiency.

Question. Had any other contractors before supplied timber of that sort?

Answer. No, sir; not recently.

Question. Do you know of any connexion in business between Bigler and Swift?

Answer. No, sir; I have no knowledge of anything of the kind.

Question. Why was the contract, then, given to Mr. Swift; did he agree to do it at a more reasonable rate than did Mr. Bigler?

Answer. I think he agreed to furnish at the same rate.

Question. Then why was the contract given to him in preference to Mr. Bigler?

Answer. I think Mr. Bigler connected other kinds of timber with this in his offer, and we wished to contract simply to supply the default, and nothing more.

Question. What was Mr. Swift's conduct in regard to that contract; did he proceed to comply with it in good faith or not?

Answer. I think he did; it is nearly completed now. He says it would have been completed by this time, but for their having condemned a number of pieces of his timber.

Question. Now, just in this connexion, tell me what is the practice of the government in relation to that subject? In order to make my meaning fully understood by you, I will ask you whether the department makes any difference in its action between cases where the contractor virtually complies with his contract and falls short in some particulars, and cases where the contractor does not even virtually

comply with his contract, but either announces that he does not intend to comply with his contract, or that he made it with the intention of not complying with it? Suppose one case, where a man makes a contract not intending to comply with it; on the other hand, a man makes a contract and virtually complies with it, but, in consequence of some of his timber being rejected, or from any other cause, he falls short in some little degree; is there any difference in the action of the department between the two cases?

Answer. I think there should be. I would make a difference if it was left to my discretion.

Question. Why?

Answer. Because I think that the person who endeavors to comply with his contract is better entitled to consideration than the man who does not intend to comply with it, or who I had reason to suppose did not intend to do it.

Question. Suppose that a man made an offer, intending at the time he made it not to comply with the terms of the proposals; another made a bid really intending to comply with it; would you be influenced in any way by the amounts of the respective bids?

Answer. No, sir; not if I knew of the intention of the bidders?

Question. Would a man who bid without any intention of fulfilling his contract as to time be as apt to bid low as the man who bid with the intention to fulfil his contract in regard to time?

Answer. I think he would be apt to bid lower.

Question. Why?

Answer. Because he would make his calculations to not be bound by the time specified in the advertisement, but to deliver the timber as he chose.

Question. Would he then have an advantage over the other bidder?

Answer. Yes, sir.

Question. What sort of timber have your contracts, previous to those of 1858, generally called for in regard to size, length, &c.; has it been small or large timber?

Answer. It would be considered large timber; it was of large sizes: 13 inches and 15 inches. It has been a timber suitable for a large class of vessels.

Question. When were your last contracts made, under specifications, previous to those of August, 1858?

Answer. They were made under advertisement of May, 1857?

Question. Did you, at the time you prepared the advertisement of 1857, have any expectation of the large amount of work and repairs that you have had during the past year?

Answer. No, sir; and I say that that contract for the large timber was made at my suggestion to the Secretary of the Navy, knowing how much our supplies of timber were falling short in the yards. I think that in my report I mentioned something of the kind.

Question. What is the fact in relation to any demands that may have been made for the smaller kind of timber from the different yards during the spring and early part of the summer of 1858?

Answer. It was represented from the different yards that it would be desirable to have timbers of that description.

Question. You will please append to this deposition the letters from the various yards upon this subject.

Answer. I will do so.—[See Appendix to this deposition, 11, 12, 13, 14, 15.]

Question. Were there any cases where timber of that sort had to be purchased in open market because it was needed before it could be obtained by means of contract?

Answer. I think we did purchase some timber that was lying in the yard.

Question. Upon whose requisition?

Answer. Upon the recommendation of the naval constructor of the yard; he was the one who started the requisition.

Question. Now I want you to state to the committee, explicitly, what direction the Secretary of the Navy, or what inquiry the Secretary of the Navy made of you when he requested you to draw up these specifications in relation to the subject of the time at which it was to be delivered?

Answer. I think he requested me to state the shortest time within which I thought persons who had timber could deliver it.

Question. Who named the first of September; you or the Secretary of the Navy?

Answer. That is more than I can tell; I fixed the extreme time the first of February.

Question. What do you mean by the phrase "first of September," as used in that advertisement? Do you mean the first day of the month or the first part of the month—the first half of the month?

Answer. The first day of the month.

Question. Under the specifications and contracts, was a man under the necessity of delivering this timber by the first day of the month, or was he allowed until the middle of the month?

Answer. He was obliged to deliver it on the first day of September.

Question. In preparing the form of the advertisement, does the Secretary suggest it, or do you make it according to your knowledge and experience in the matter?

Answer. I put in the technical part of it—that relating to the size of the timber—and the Secretary directed me to put in that clause which made it optional with him to contract or not.

Question. Were the descriptions of the timber made by the Secretary or yourself?

Answer. By myself.

Question. Upon what ground did you make them?

Answer. From my knowledge, as a ship builder, of the kinds of ship timber wanted in a navy yard.

Question. Had you any reference to the communications which you received from the naval constructors of the yards?

Answer. No, sir; they mentioned, generally, small timber; but I took my own judgment as to that, and it relates to all the yards.

Question. When you notified those gentlemen who were bidders

under the proposals of July, 1858, that their bids were severally accepted, what notice did you ever have, if any, about their intention to comply with their contracts? Had you at that time, or before that time, or at any time before the contracts were annulled, any information from those parties of the purpose or intention which they had at the time they bid in relation to complying with their contracts?

Answer. I think that one firm failed altogether to comply. There were gentlemen from the north, Buxton & Lawrence, I think, who declined to enter into their contract at all, on account of the shortness of the time allowed, and said they would refer to the Secretary. They were the only parties whom I have any knowledge of making any protest against the time allowed. No contract was ever made with them. I sent it to them for their signature, but they never returned it.

Question. They did not return the contract, and informed you that they declined to do so?

Answer. They said they would refer to the Secretary of the Navy. The other parties executed their contracts without any remarks at all, and returned them.

Question. What was their course, so far as you know, after executing the contract? Did they proceed to take steps to undertake to comply with their contracts or not?

Answer. Mr. Grice delivered 1,400 feet in the yard at Philadelphia. The other party, Mr. Coates, called in my office a day or two before the 1st of September, and said that he was then on his way to Florida to see about getting timber.

Question. Did he state to you at what time he would be able to supply any at Pensacola?

Answer. No, sir; he merely said he was on his way there.

Question. Do you know when he actually did set out?

Answer. No, sir; I do not know anything about his going.

Question. When the contracts were either not executed or were vacated, what was then done in regard to getting a supply of that timber?

Answer. I was directed by the Secretary of the Navy to make a contract with Mr. Swift to supply this deficiency at the lowest rates that had been offered.

Question. Had Mr. Swift made any proposition to the government in regard to the matter?

Answer. I presume he had, to the Secretary of the Navy; there was nothing upon our records.

Question. Had any one else done so?

Answer. Mr. Bigler, who was one of the bidders, I think made an offer for one or two of the yards, but not for the whole.

Question. What was Mr. Swift's offer?

Answer. To take the whole of the contracts at the same rates as were offered by the lowest bidders.

Question. Does the government, then, get the timber at the same rates from Mr. Swift at the lowest rates that the lowest bidders offered to supply it for?

Answer. Yes, sir.

Question. What has been Mr. Swift's course under these contracts? Has he shown a disposition virtually to carry out these contracts or not?

Answer. He has; this table (referring to report) shows the amount that he has actually delivered under these contracts.

Question. Suppose a contractor fails to supply the timber as he agreed; is that reported to your bureau?

Answer. Yes, sir.

Question. Have you ever reported to the Secretary of the Navy in any case the failure upon the part of Mr. Swift to comply with his contract?

Answer. No, sir.

Question. Do you know Mr. Swift?

Answer. Only from seeing him in my office.

Question. Was he in your office much during the last year?

Answer. No, sir; he does not visit me very often; he occasionally comes in to make inquiry as to his bills there, whether they have been passed or not, or something of that sort.

Question. Is he often about the Naval Department?

Answer. I could not say that he was.

Question. Do you say now that the timber advertised for by you in 1858 was of a description needed, and that it was needed, in your judgment, at the times set forth in your advertisement—in view of the timber on hand, &c.? Remember how much live-oak you had on hand, the amount of work there was going on, and then say whether or not the timber of that description was needed at the times you specified in the advertisement?

Answer. I think that timber of that description was needed; not the whole of it; probably we could have done with much less than was called for. But I think it was for the interest of the service to have got that description of timber, and I think we wanted it then.

Question. At that time?

Answer. Yes, sir; a portion of it.

Question. When Mr. Grice had delivered a portion of his timber at the Philadelphia yard, why did you vacate his contract? You say that he delivered some at Philadelphia.

Answer. That is, out of 25,000 he delivered 1,400 feet. I merely represented the fact to the Secretary of the Navy, but gave no opinion as to the vacation of the contract.

Question. Have you furnished anywhere all the correspondence upon the files of the department in relation to the contracts for timber in 1858?

Answer. Yes, sir, we have, under a call of the Senate, on motion of Mr. Wilson.

Question. Has it been sent in to the Senate yet?

Answer. Yes, sir; I saw it noticed in the papers a few days ago.

Question. What does the information you sent to the Senate include?

Answer. All that the resolution of Mr. Wilson called for; I do not recollect exactly what that was.

Question. When a man contracts to deliver 25,000, and really delivers 1,400 feet, do you consider that a *bona fide* effort on his part to comply with his contract?

Answer. I would not regard it so.

Question. Considering, also, that when he made the bid he intended to comply with his contract?

Answer. I cannot tell what his intentions may have been.

Question. Do you know of any particular relations existing between Mr. Swift and the Secretary of the Navy?

Answer. No, sir, I do not know of any.

By Mr. Ritchie:

Question. I wish to ask you now, as an expert, do you show more indulgence to a contractor who offers timber that is rejected than you do to one who fails in point of time?

Answer. Yes, sir, I should think we would.

Question. Then you think that a failure in point of time is worse than the bringing bad and imperfect pieces of timber, which must be rejected?

Answer. They are always at great expense in getting out timber and bringing it on, and doubtless thought that it would be received.

Question. Are they not obliged to see that their timber is within their contract?

Answer. They should comply with their contract.

By Mr. Groesbeck:

Question. Do you season this live-oak timber before it goes into the vessel?

Answer. No, sir.

Question. Why not?

Answer. It takes so long to do so. This wood is of a very peculiar nature. As it seasons it becomes hard on the outside; and when we use timber which we have received in the rough state, and which has become partly seasoned, we must hew off the outside and make it fit, and in doing so we take off that portion which has been seasoned, and then we come to wood that is not seasoned, but is in its original condition.

Question. Suppose it were seasoned?

Answer. It would take a good many years to do that.

Question. But suppose it was stored up for the right number of years, and seasoned?

Answer. I think it would be better, although we do not make that so much a point in reference to that kind of wood as we would in regard to other timber.

Question. Could you kiln-dry it, and thus season it in that way?

Answer. No, sir; it would split too much. It is very subject now to splitting and cracking as it seasons, and one of the great difficulties now is the cracking of the timber.

By the Chairman:

Question. What amount of live-oak have you on hand at the different navy yards?

Answer. I cannot say; but the greater part of it is timber cut and moulded to a particular shape for frigates and ships of the line. The

promiscuous timber that was delivered with this, many years ago, has nearly all been used up; until now, in some cases, we have had to use this moulded timber, which is a great deal more valuable than what could have been used instead of it, if we had had it.

Question. Have you an official statement of the amount of live-oak on hand at any period lately?

Answer. Yes, sir.

Question. Is there any published statement of it?

Answer. No, sir.

Question. You said that you had made some open purchases of live-oak timber. From whom did you make these purchases?

Answer. From Mr. Bigler and from Mr. Swift.

Question. If any portion of this timber of Swift's lying upon the dock had been needed for immediate use, had you not ample power to purchase sufficient of it to supply all your demands?

Answer. Yes, sir; if there was any there at the time it was wanted.

Question. How much, in your judgment, of this timber of Swift's lying in the yards, not embraced under the contracts of 1857, would it have been necessary to have used between the 23d of September, 1858, and the 1st of February, 1859? How much, and in what yards?

Answer. I cannot say how much, but I think that some of it would have been necessary for these vessels that are being built in these yards.

Question. Do you know that a single stick would have been needed?

Answer. I think it would.

Question. Have you information that any portion of it has been used?

Answer. Since we purchased it do you mean?

Question. I do.

Answer. No, sir; the department has no special reports on that subject.

Question. Do you know how much and where that particular kind of timber was needed between the 23d of September, 1858, and the 1st of February, 1859—of that particular lot of timber that Swift is now supplying? I mean, taking into consideration the supply you had on hand.

Answer. It would be needed in building all these small sloops; it would be used upon these small vessels.

Question. Was any of it used?

Answer. I presume it was.

Question. Do you know that it was used?

Answer. That I cannot say. We have no record to show that; but I presume it would be used.

Question. Why do you presume so?

Answer. If it was there on the spot, of a suitable size, and they wanted it, they would rather take that than haul timber out of the shed, or take larger piles down.

Question. Had they not the same sizes in the sheds?

Answer. I do not think so.

Question. Did they have it in the piles?

Answer. They might have had it in the piles, but it would have been considerable expense to take those large piles of timber down and would have cost more, probably, than to have bought it as it was lying there.

Question. Would there have been any difficulty in purchasing from Swift any amount of this timber that might have been needed?

Answer. No, sir.

Question. Suppose that the usual time had been given under the contracts of 1858, how much would it have been necessary for the government to have purchased upon open purchase to supply the current demands of live-oak in the different yards?

Answer. I cannot say.

Question. What, in your best judgment, under oath?

Answer. I really cannot tell. That would depend very much upon the condition and kinds of timber they have on hand in the sheds, &c. I have never seen that, and could not say how much more they may have needed.

Question. How then can you say that the government needed this timber for its use?

Answer. I think that in building these small vessels they wanted timber of this description.

Question. Do you know that?

Answer. These letters from the naval constructors say that they want this kind of timber in the yards.

Question. How much of this kind did they say they wanted?

Answer. I do not know.

Question. They wanted some?

Answer. Yes, sir.

Question. Well, taking their statements to be true, how much of this kind of timber was wanted?

Answer. I cannot give it in feet.

Question. Was it 1,000 feet?

Answer. I think it would be more than that.

Question. Was it 100,000 feet?

Answer. I cannot fix the amount now.

By Mr. Ritchie:

Question. Has any of that small timber belonging to Swift at the Brooklyn navy yard been sent to any other navy yard?

Answer. I do not know; I have no means of knowing that.

Question. Do you know whether any orders have been issued to send any of the timber from that yard to other yards?

Answer. They have never sent any.

Question. Then the amount to be purchased for other yards had no reference to the piles that were in the Brooklyn navy yard?

Answer. The government has sent no timber from one yard to another. If we purchased it in the Brooklyn navy yard it remained there. If Mr. Swift has sent any from one yard to another to make up his contract, I can say nothing about that.

Question. Has the department sent any?

Answer. No, sir.

Question. Then what is purchased there remains there?

Answer. Yes, sir.

By the Chairman:

Question. Did you advise persons who called on you for information and blanks, in the spring and summer of 1858, in relation to furnishing live-oak, that they better not bid; if so, to whom did you give such advice?

Answer. I do not think I ever did so, because the more persons who bid the cheaper we would get it.

Question. Do you have any recollection of making discouraging remarks to any one?

Answer. No, sir.

Question. Did you say nothing of the kind to Mr. Coates?

Answer. No, sir. I remember Mr. Coates talking with me about the timber, and as he was a man who was never known to be in the live-oak trade, I asked him how he could manage it, and he said that he could get along with it.

Question. Did you tell him that it was necessary to have it on the first day of September?

Answer. I did not see any of the parties until within two days before the time expired?

Question. When you framed this advertisement did you not at first put in the usual time for the delivery of the timber?

Answer. I put in the time that the Secretary of the Navy suggested to me.

Question. Did you put in the shortest time at which persons could deliver the timber?

Answer. Yes, sir.

Question. What time do you refer to, the 1st of February, 1859?

Answer. Yes, sir.

Question. Did you fix the intermediate time?

Answer. That was fixed in the Secretary's office, I suppose, in conversation with him.

Question. Did you not at first insert the usual time, and was it not sent in that way to the Secretary of the Navy, and he then asked you what was the shortest time within which it could be furnished?

Answer. No, sir; I think that in drawing up the advertisement I left the time blank in the original, because it was for the Secretary to instruct me about it after he had got my opinion.

Question. Then you did not fix the time at all?

Answer. When the Secretary asked me for the shortest time, I fixed the 1st of February.

Question. Could it all have been cut and delivered by that time?

Answer. Yes, sir, I think so. I would say, in regard to the actual quantity purchased of Mr. Swift, that the amount of 25,000 feet for each yard I fixed upon myself; that amount I determined upon without instructions from the Secretary.

Question. I will ask you whether, if it had been necessary to purchase any live-oak before the 1st of February—at the navy yard at

Brooklyn, for instance—you could not have purchased it of Mr. Swift upon open purchase—say 1,000, 2,000, or 3,000 feet—of that he had lying in the yard?

Answer. Yes, sir.

Question. Was there any pressing demand for live-oak except at that yard?

Answer. I think they wanted it very much at Norfolk.

Question. Are you sure of that?

Answer. As sure as I can be without the letter before me.

Question. Does the amount of timber furnished by Swift under this new contract of 1858 correspond to the amount of timber that Swift had lying on the docks of the United States before this contract was entered into?

Answer. I should think not.

Question. Was there more or less?

Answer. I should think that it must be less, because I did not fix the amount with any reference to his stock.

Question. Then the amount he has delivered is less than the amount he had on the docks?

Answer. Yes, sir; I think he has it there now.

Question. Then why not take that timber?

Answer. Because it did not conform to the specifications of the contract.

Question. Will you take that timber?

Answer. No, sir.

Question. What will be done with it?

Answer. When he comes to the end of his contract they will order him to take it away.

Question. If it does not come within the contract, why not make him remove it immediately?

Answer. That would be oppressive.

Question. Take it away within a reasonable time?

Answer. We will do that when it is necessary, but I do not think they are much embarrassed with it now; it is the same with white-oak and other timber.

Question. If you have rejected and have refused to take it, why allow it to remain in the navy yard after a week or two?

Answer. It would take a much longer time for him to remove it. We allow him a reasonable time, as long as we can, for we do not want to throw any obstacle in the way of any contractor for the government; but there is a great tendency to impose upon us too much; it is so in regard to contractors for iron, copper, lumber, &c., and when it gets in the way we make them remove it.

By Mr. Ritchie:

Question. Do you furnish the same facilities to the other contractors that you furnish to this man Swift?

Answer. Yes, sir; we try to do so; although a great deal of that lays with the commandant of the yard.

By Mr. Bocock:

Question. Has there been any order from your bureau, or, so far as

you know, from the Navy Department, ordering the commandant of any yard to allow one man to store timber there and not to allow another to do so?

Answer. No, sir.

Question. Will you look over the correspondence and see if it is so, so that you can answer directly when you come again before this committee?

Answer. I will do so.

By Mr. Ritchie:

Question. After the commandant of any yard ordered Mr. Swift to take this timber away, did you give orders to let it remain?

Answer. I think not. That, however, will be seen from the correspondence.

By Mr. Bocock:

Question. Did you say you fixed the amount of timber called for under these contracts of 1858?

Answer. Yes, sir; I fixed it.

Question. To what did you have reference in so doing?

Answer. I thought the service required it.

Question. What directions did the Secretary of the Navy give you as to the amount of timber to be contracted for?

Answer. None at all. He told me to state the amount I thought was needed.

Question. You have testified in regard to the time fixed upon in these contracts, now, under the order issued by the Navy Department for the launching of these new sloops before the meeting of Congress, would this new contract have delivered the timber in time for them if they had allowed until the first of February for its delivery?

Answer. No, sir; I think not. Not if the delivery of any of it was postponed until the latest moment, because several of the vessels are now launched and planked up, and no timber is wanting in them, and I think all are ready to be launched at this moment and have been for some time.

Question. From your knowledge of the contract system and the open market system, do you think if the government had gone into open market to purchase this timber they would have got it at less or more than the contract made with Mr. Swift allows to him for it?

Answer. I think that the price of the lowest bidder, which is the price at which Mr. Swift takes it, is a very fair price for that timber, and I so stated to the Secretary of the Navy; I said that timber was worth that much money, but I would not recommend his purchasing it at any higher rate than that offered by the lowest bidder.

Question. Did you have any reference to Mr. Swift's timber when you fixed upon the amount to be delivered in the yards?

Answer. No, sir. I read his letter over when it was first sent, and then paid no further attention to it.

Question. Have you had any information as to the reason why Mr. Swift did not sooner deliver the timber to the Pensacola navy yard under his last contract?

Answer. Yes, sir; I received a letter from the commodore of the

yard, in which he states that the yellow fever had prevented Mr. Swift from doing so, and that he did not think it was the fault of the contractor that it was not furnished before.

Question. Will you furnish this committee a copy of that letter?

Answer. I will do so.

[See appendix to this deposition.]

By Mr. Groesbeck:

Question. From your knowledge of the condition of the supplies in the yards, &c., I want to know whether you considered it prudent and necessary to have a further supply of this class of live-oak at the yards where work was to be done before February, 1859?

Answer. Yes, sir; the letters from the different yards, I think, state that they think it necessary to have this timber. I think so myself. We could have done with less than 25,000 feet at each yard perhaps. I put that amount down so as to make a stock of that material.

Question. You fixed that as the proper amount required?

Answer. Yes, sir.

Question. Could you have done with less?

Answer. Yes, sir; I think we could.

Question. But you did consider that more was needed than you had on hand?

Answer. Yes, sir; I did consider that we wanted some timber of that smaller size.

By the Chairman:

Question. How much did you think was needed?

Answer. I could not fix that; no man could fix that.

Question. Not how much, nor in what yards?

Answer. No, sir; I think we wanted it in all the navy yards. I believe, however, that one of the naval constructors said they did not want any. Still I made it general for the whole, as we could get it cheaper now by putting in the whole of the yards than by waiting until some other time and then making a special contract for that one yard.

Question. Please look at the clause of the law now shown you, as follows: "in case the lowest bidder shall fail to enter into such contract and give such security within a reasonable time, to be fixed in such advertisement, then the contract shall be given to the next lowest bidder, who shall enter into such contract and give such security," and state if it was complied with on the failure of Buxton & Lawrence to enter into contract upon their proposals.

Answer. The law does not require that the offer shall be made to the next lowest bidder, and the offer was not made.

JOHN LENTHALL.

No. 1.

Scale of offers to furnish live-oak timber at the navy yards at Kittery, Charlestown, Brooklyn, Philadelphia, Gosport and Warrington, under advertisement from the Bureau of Construction, Equipment, &c., of June 14, 1858.

No.	Bidders.	Kittery.	Charlestown.	Brooklyn.	Philadelphia.	Gosport.	Warrington.
		25,000 cub. ft.	25,000 cub. ft.	25,000 cub. ft.	25,000 cub. ft.	25,000 cub. ft.	25,000 cub. ft.
1	Samuel R. Grice-----	\$30,450	\$30,000	\$29,800	\$28,700	\$28,700	\$28,900
2	Buxton and Lawrence-----	\$27,250	\$27,250	\$27,250	-----	-----	-----
3	Samuel P. Brown-----	30,500	33,500	33,500	33,500	33,500	29,750
4	W. C. N. Swift-----	32,500	32,500	32,500	32,500	32,500	32,500
5	James Bigler-----	33,750	33,000	33,000	33,000	33,000	33,000
6	Jos. Grice-----	29,250	29,750	28,450	-----	-----	-----
7	Coats, Degraw & Beach-----	31,800	31,500	30,250	30,250	30,250	\$27,750
8	William Deale-----	-----	-----	-----	37,500	-----	-----

© Lowest and accepted. Offer No. 2, of Buxton & Lawrence, failed to enter into contract for the Kittery, Charlestown, and Brooklyn yards.

A.

Statement of amount paid for live-oak contracted for since the 4th day of March, 1857, and also for that procured under open purchase since that date.

Name of contractor.	Date of contract.	Number of feet contracted for.	Number of feet delivered.	Amount of bills paid.	Reservation.	Navy yard.
W. C. N. Swift	July 1, 1857	50,000	34,025 $\frac{7}{12}$	\$41,191 02	\$7,268 97	New York.
Do	do	50,000	24,671 $\frac{8}{12}$	28,368 25	5,006 17	Philadelphia.
Do	do	50,000	35,912	32,652 78	7,528 72	Gosport.
Brown & McGilvery	July 3, 1857	50,000	48,782 $\frac{2}{12}$	57,628 92	10,169 79	Boston.
		Estimated at				
W. C. N. Swift, (to fulfill Blanchard's contract)	Nov. 17, 1857	15,800	9,767	13,121 63	2,315 57	New York.
W. C. N. Swift	Sept. 23, 1857	25,000	9,058 $\frac{11}{12}$	8,393 08	1,481 14	Kittery.
Do	do	25,000	17,336 $\frac{1}{12}$	16,061 88	2,834 44	Boston.
Do	do	25,000	8,574 $\frac{5}{12}$	7,944 20	1,401 91	New York.
Do	do	25,000	11,003	10,782 60	1,902 81	Philadelphia.
Do	do	25,000	22,650	22,078 87	3,896 27	Gosport.
Do	do	25,000				Warrington.
Samuel B. Grice	Aug. 14, 1858	25,000	1,490	All the contracts annulled.		Philadelphia.
Do	do	25,000				Gosport.
Coates, Degraw & Beach	do	25,000				Pensacola.
	Date of bill.					
James Bigler	May 21, 1857	Open purchase.	3,740	4,114 00		Philadelphia.
Do	Sept. 2, 1857	do	1,977 $\frac{4}{12}$	2,175 06		Portsmouth.
Do	Sept. 16, 1857	do	3,806	4,314 52		Boston.
Do	Oct. 22, 1857	do	3,324	3,656 40		Gosport.
Do	Sept. 30, 1858	do	3,055	3,972 47		Portsmouth.
W. C. N. Swift	Mar. 27, 1858	do	2,108	2,705 44		Gosport.
Do	May 28, 1858	do	1,389	1,810 36		Gosport.
			24,267	260,971 48		

NAVY DEPARTMENT,
Bureau of Construction, &c., August 3, 1858.

SIR: Your offer to furnish live-oak under advertisement of the 14th June, 1858, by direction of the department, is accepted for the navy yards at Philadelphia and Gosport.

A contract will be immediately made out and forwarded to the navy agent at Philadelphia, as requested in your offer, which you will please have executed according to the advertisement, and returned to the bureau without delay.

I am respectfully, your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

SAMUEL B. GRICE, Esq., Philadelphia.

NAVY DEPARTMENT,
Bureau of Construction, &c., August 3, 1858.

GENTLEMEN: Your offer to furnish live-oak under the advertisement of the 14th June, 1858, by direction of the department, is accepted for the navy yard at Warrington, Florida. A contract will be immediately made out and forwarded to the navy agent at New York, as requested in your offer, which you will please have executed according to the advertisement, that it may be returned to the bureau without delay.

I am respectfully, your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

Messrs. COATES, DEGRAW & BEACH,
Fulton, Oswego county, New York.

NAVY DEPARTMENT,
Bureau of Construction, &c., August 3, 1858.

GENTLEMEN: Your offer to furnish live-oak, under the advertisement of June 14, 1858, by direction of the department, is accepted for the navy yards at Kittery, Charlestown, and Brooklyn. A contract will be immediately made out and forwarded to the postmaster at Warren, Maine, as requested in your offer, which you will please have executed according to the advertisement, and returned to the bureau without delay. Each partner must sign the contract.

I am, respectfully, your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

Messrs. BUXTON & LAWRENCE, Warren, Maine.

NAVY DEPARTMENT,
Bureau of Construction, &c., September 16, 1858.

GENTLEMEN: I am instructed by the department to inform you that, as you have not complied with the terms of your contract, a new contract has been made with other parties.

I am, respectfully, your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

MESSRS. COATES, DEGRAW & CO.,
Fulton, Oswego county, New York.

NAVY DEPARTMENT,
Bureau of Construction, &c., September 16, 1858.

SIR: I am instructed by the department to inform you that, as you have not complied with the terms of your contract for live-oak, a new one has been made with other parties.

I am, respectfully, your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

SAM'L B. GRICE, Esq., *Philadelphia,*

NAVY DEPARTMENT,
Bureau of Construction, &c., September 16, 1858.

GENTLEMEN: Not having complied with your offer of July 7, 1858, nor executed the contract which was forwarded to you on the 5th August, I am instructed by the department to make a contract with other parties, which has been done.

I am, respectfully, your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

MESSRS. BUXTON & LAWRENCE, *Warren, Maine.*

NAVY DEPARTMENT,
Bureau of Construction, &c., September 10, 1858.

SIR: In compliance with your instructions I would respectfully report that under the advertisement of the 14th of June, 1858, for twenty thousand cubic feet of live-oak, to be delivered in each of the navy yards at Kittery, Charlestown, Brooklyn, Philadelphia, Gosport, and Warrington, the contracts were awarded to the lowest bidders. By the terms of the advertisement one-half the quantity of this timber was to be delivered on or before the 1st of September, 1858, and the remainder on or before the 1st of February, 1859.

Messrs. Coates, Degraw & Beach, have executed their contract for the navy yard at Warrington, but no timber has been delivered there,

as I am informed by Mr. Coates, one of the party. Mr. Samuel B. Grice has executed a contract for Philadelphia and Gosport, and the bureau has been informed that there has been no timber delivered in Gosport, but from Philadelphia there is no report. The contract for the Brooklyn, Charlestown, and Kittery yards was sent to Messrs. Buxton & Lawrence, but has not yet been returned by them to this bureau. Messrs. Buxton & Lawrence having withheld the contract beyond the time specified in their guaranty, the department has the right to make one at their risk and expense. If there is any party that can deliver forthwith the one-half quantity and the remainder within the time stipulated in the contract, at the rates offered by Messrs. Buxton & Lawrence, it would, I think, be to the interest of the service to make such an agreement at once, but at a higher rate I would not recommend the making of a new contract.

Messrs. Coates & Co. and Mr. S. B. Grice, as stated, have not complied with their contracts in making a proper delivery, and they may, by the terms of the contract, be, "at the option of the United States, declared null and void, without affecting the right to recover for defaults which may have occurred." With regard to these, if the department decides to set the contracts aside on account of default, and if the timber can be had from other persons at not exceeding the rates to be given under them, it will be to the interest of the government to purchase it.

I have the honor to be your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

HON. ISAAC TOUCEY,
Secretary of the Navy.

COMMANDANT'S OFFICE,
Navy Yard, Portsmouth, N. H., June 10, 1858.

SIR: I have this day directed that the owners of the rejected and surplus timber encumbering this yard be requested to take it away as soon as possible. The quantity is so great that in the case orders should be given for fitting for sea the ships that are now afloat, we should be under the necessity of removing it to some other part of the yards and at our own expense.

The quantity referred to is something like 8,000 feet, belonging to the contractors Messrs. Hammond, Bigler, Brown, and West. There is now lying at the wharf a vessel (and others on the way) with live-oak under Mr. Bigler's contract. This vessel has a large quantity of promiscuous live-oak stowed in the hold and on deck over that part which is under contract; consequently, this has to be taken out before the contract timber can be delivered. I have directed that, in consequence of the great amount of rejected and surplus timber now lying on the wharf, no other be taken out than that which is contracted for.

I feel it my duty, under the existing state of things, to make this

communication and request to be informed if it is the wish of the bureau that any other course than this be adopted. I will say that every accommodation has been given to the contractors that could reasonably be desired by them.

I will add that most of the timber we are encumbered with has accumulated in this way: Vessels arrive at the yard and discharge their cargoes, after which it is inspected; instances have occurred within a short time where only one-half, and, in one case, not one-quarter of a cargo passed inspection. Unless this course of proceeding is stopped we shall soon be so lumbered up that it will be impossible to go on with the government work. In case the request to the contractors to remove their surplus and rejected timber from the yard is not complied with, I wish to be informed what course I am to adopt.

Permit me to express an opinion and say that our inspector, Mr. Bellamy, is strictly impartial and faithful in the performance of his duty.

Very respectfully, your obedient servant,

JOHN POPE,
Commandant.

JOHN LENTHALL,
*Chief of Bureau of Construction, Equipment, &c.,
Washington, D. C.*

NAVY DEPARTMENT,

Bureau of Construction, &c., June 12, 1858.

SIR: Your letter of the 10th has been received. With regard to the live-oak timber, Mr. Bigler has offered that which he will have remaining after the completion of his contract to the department, and in a few days an advertisement will appear inviting proposals for promiscuous live-oak. Under these circumstances, you will please allow Mr. Bigler's live-oak to remain until such time as he has an opportunity of offering. If it is in the way you will require him to have it hauled to a convenient place in the yard, he either paying the labor or you charging him with it.

If other parties refuse to take their timber away, please report the fact when it occurs, and it will be laid before the department for instruction.

Respectfully, your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

Captain JOHN POPE,
Commandant, Navy Yard, Kittery.

NAVY YARD, *New York, January 24, 1859.*

SIR: In obedience to your order, I herewith state the amount of live-oak timber, delivered on Blanchard's contract by W. C. N. Swift,

as per his contract, dated November 17, 1857, and the amount due thereon:

	Principal pieces.	Frame.
Contract	2,800 cubic feet.	1,300 cubic feet.
Received	1,956 “	11,501 $\frac{7}{12}$ “
Due	<u>844 “</u>	<u>1,498 $\frac{5}{12}$ “</u>

Mr. Swift has a large quantity of rejected live-oak lying in the yard, 536 pieces, amounting to about 10,000 cubic feet. Much of it has been here about twelve months, occupying valuable room.

Very respectfully, your obedient servant,

B. F. DELANO, N. C.

NOTE.—The above named quantities are taken from the timber inspector's books.

Commodore SAMUEL L. BREESE,

Commanding United States Navy Yard, New York.

(The time of this contract expires on the 30th of July, 1858.)

J. L.

NAVY YARD, *New York, April 23, 1858.*

SIR: In obedience to your order of the 22d instant, in relation to “promiscuous timber,” (which, it is presumed, refers to *live-oak*, although not so stated,) I have to state that there is upon the books about 26,000 cubic feet of promiscuous live-oak available, sided from 12 to 18 inches, including 6,000 cubic feet, recently received for a steamer, and 4,900 cubic feet, sided 8 inches, for brigs and schooners.

This comprises all the promiscuous live-oak timber remaining on hand of that originally received, with the several live-oak frames now on hand. Much of it is large the moulding way, considerably rented, and generally not fit for the top sides of a vessel.

The most of the timber on hand is slightly curved.

The top and half-top timbers of the sloop *St. Louis*, about being repaired, require timber sided 9 and 10 inches, and 7 and 14 feet in length. I am of opinion it will be of economy to procure small size timber for this and similar vessels.

I think it would be advantageous for the government to procure some promiscuous live-oak timber, sided 12 and 15 inches, straight, to match the 42,000 cubic feet of curved timber, now under contract, provided the timber under contract curves not less than 12 inches.

Respectfully, your obedient servant,

B. F. DELANO, N. C.

Commodore L. KEARNY,

Commanding Navy Yard, New York.

CONSTRUCTOR'S OFFICE,
United States Navy Yard, Philadelphia, April 26, 1858.

SIR: In answer to your letter of the 23d, relating to the promiscuous timber in this yard, I beg leave to state, for the information of the Bureau of Construction, that there is now in the yard, by the inspector's report, 26,480 cubic feet of promiscuous live-oak stowed in the timber sheds. It is principally small and straight, but a minute description cannot be given unless taken out. There is also 2,491 cubic feet of promiscuous live-oak timber left from Mr. Bigler's contract, principally straight. That which has any crook is small. I am of the opinion that no more straight live-oak timber will be required than is contracted for.

Very respectfully,

FRANCIS GRICE,
Naval Constructor.

Commodore CHARLES STEWART,
Commandant Navy Yard, Philadelphia.

NAVY YARD, KITTERY, MAINE,
April 26, 1858.

SIR: In answer to your communication of the 21st instant, I have to state that there is now on hand at this yard, of promiscuous timber, 18,724 cubic feet of live-oak, and 20,575 cubic feet of white-oak. Total, 39,299 cubic feet; a fair proportion of which is curved timber. I am not aware that any more straight promiscuous timber is wanted at present. If more is wanted, the sizes will depend on the nature of the work for which it may be required.

Very respectfully, your obedient servant,

WILLIAM L. HANSCOM,
Naval Constructor.

Captain JOHN POPE, *Commandant.*

NAVY YARD, BOSTON,
April 26, 1858.

SIR: Agreeably to your order, I herewith furnish a schedule of the promiscuous timber on hand exclusive of that now under contract:

White-oak, promiscuous.—9,574 cubic feet straight; 3,362 cubic feet curve; and 2,920 cubic feet round butts; 4,521 cubic feet suitable for keel pieces. In consideration that we have 150,576 cubic feet of plank stocks, I should consider that the supply was sufficient.

Hard-pine, promiscuous.—2,852 cubic feet nearly straight, suitable for water-ways; also 114,874 cubic feet plank stocks. No more is wanted, there being no place to stow it except out doors.

Live-oak, promiscuous.—25,426 ship-of-the-line; 16,354 $\frac{1}{2}$ frigates; 6,281 $\frac{5}{12}$ sloops-of-war; 8,379 $\frac{2}{12}$ sea steamers; 1,085 $\frac{9}{12}$ harbor steamers; brigs none. The live-oak being stowed with the frames to which it

belongs is of the usual variety of straight and crooked. I would remark that a portion of the above timber is rented and split to such an extent that it is unfit for naval purposes.

Keelson pieces.—I would recommend the purchase of about 5,000 cubic feet from 28 to 35 feet long to side 19 inches; 5,000 ditto, 18 inches; 5,000 ditto, 15 inches; each piece to make two or three plank six inches thick, clear of pith shakes, when sawed to be of the above length. Also 10,000 cubic feet promiscuous for sloops-of-war, to side 13 inches and mould 9 to 12 inches clear of wane, 12 to 15 feet long, to have the usual proportion of crooked timber; 4,000 to 5,000 cubic feet promiscuous, 9 to 12 feet long, to side 8 and 9 inches clear of wane. I would here remark that live-oak grown in East Florida does not crack like Louisiana live-oak. Experience shows the grain of the wood is more compact, and in my opinion is one-third more valuable.

I am, very respectfully, your obedient servant,

E. H. DELANO,
Naval Constructor.

JOHN LENTHALL,

Chief of Bureau of Construction, &c., Washington.

Respectfully forwarded,

S. H. STRINGHAM,
Commandant.

NAVAL CONSTRUCTOR'S OFFICE,
United States Navy Yard, Gosport, May 3, 1858.

SIR: In reply to the letter from the Chief of the Bureau of Construction, &c., of the 21st ultimo, relating to live-oak promiscuous timber, I would state that there is no record in this yard giving any description of the promiscuous timber on hand, except that which has been delivered under the contract with W. C. N. Swift, and the timber is stowed in such a manner that it is impossible to give the information without overhauling it. The ledger shows a large amount on hand, but I think, from what I have seen in my examination, (having been through the sheds several times,) that there is not more than two-thirds of the amount in the yard that the books call for. The ledger, on the 1st of April, called for—

46,982	cubic feet of live-oak promiscuous,	for ships-of-the-line.
11,788	“ “ “	frigates.
16,377	“ “ “	sloops.
14,647	“ “ “	brigs and schooners.
1,769	“ “ “	steamers.

Included in the above are 6,422 cubic feet delivered with the frame for steam sloop, which is stowed with the frame, and in good order. Also:

6,312	cubic feet principal pieces,
3,351	“ curved, sided 13 to 15 inches,
4,145	“ “ “ 12 inches,
8,065	“ straight, sided 13 to 15 inches,

delivered by W. C. N. Swift, and which is stowed by itself. A large amount of the timber received prior to the deliveries on the two last contracts is in bad order, especially that under the head of frigates, sloops, and brigs, having been overhauled from four to five times to select frames, and not having been in tight sheds.

I am unable to give any opinion as to the propriety of purchasing straight live-oak at this time, but would state that should it be the intention of the department to repair the vessels at this yard soon, it would be advisable to increase the stock suitable for frigates and sloops, to be sided from 13 to 18 inches; and should it be decided to build another small steamer at this yard the coming season, we will be in want of timber sided from 9 to 12 inches, as much of the timber under the head of brigs and schooners is of bad quality.

I am, sir, respectfully, your obedient servant,

S. T. HART,
Naval Constructor.

Capt. THOMAS A. DORNIN,
Commandant of Navy Yard, Gosport.

Respectfully submitted,

THOMAS A. DORNIN,
Commandant.

COMMANDANT'S OFFICE,

U. S. Navy Yard, Pensacola, Warrington, December 29, 1858.

SIR: Since the receipt of your letter of the 13th instant, directing me not to receive any live-oak from Mr. Swift, I have received reliable information which I think relieves him in a great degree from *intentional* failure to comply with the terms of his contract.

You are aware that the yellow fever prevailed to a great extent on the southern coast during the past summer and until late in the autumn. It is within my knowledge that it was the beginning of November before it was thought safe to visit any of the Gulf ports where the fever had prevailed.

Under these circumstances, I have reason to believe that Mr. Swift could not get vessels to go for the live-oak in time to comply with the terms of his contract. There are now, I am informed, four vessels loading with timber for this place, and may be expected soon to arrive. Notwithstanding these circumstances, I shall not receive the timber until further orders from you, except perhaps a few pieces required for the ship now building, if they can be had without reference to the contract.

I am, sir, respectfully, your obedient servant,

C. K. STRIBLING,
Commandant.

JOHN LENTHALL, Esq.,
Chief of the Bureau of Construction, &c., Washington.

CONSTRUCTOR'S OFFICE,

United States Navy Yard, Philadelphia, January 8, 1859.

SIR: A bill for live-oak on Mr. Swift's contract, delivered by Mr. Bigler, from Norfolk, for \$4,400 52, was laid before me for my approval. On comparing it with the detailed statement furnished, as directed by the department, by the inspector, I find that it is not agreeable to the contract, as I understand it. The contract says that "the timber siding eighteen to fifteen inches may be from eighteen to twenty-five feet in length, and such of the eighteen inch pieces as are fit for keelsons may be longer." The inspector understands that they "may be" shorter, and it will be seen by the copy of the detailed statement that no regard is paid to the *length*. On examining the bills paid for the timber of Mr. Swift, (piled in the yard at his expense,) the siding only is considered, as to contract, and not the length. In the first cargo delivered on Mr. Swift's contract, even the siding is not complied with, there being some sixty pieces that side but eight inches. Those bills were paid for during my absence by sickness.

I know not how I can better inform you than laying before you copies of the receipts of live-oak in detail for the consideration of the department.

The paper marked A is the timber delivered by Mr. Bigler, which I declined approving. The paper marked B is a statement of the same, according to the terms of the contract, as I understand it. The paper marked C is a detailed statement of the timber in the yard at the time of the making of Mr. Swift's last contract, in which the sidings are only considered, without any regard to the length; and that marked D is the last cargo, in which even the siding is not adhered to, as some sixty pieces were received siding eight inches.

All of which is respectfully submitted for the consideration of the department.

I am, sir, very respectfully, your obedient servant,

FRANCIS GRICE, *Constructor.*

Captain FREDERICK ENGLE,

Commandant of United States Navy Yard, Philadelphia.

NAVY DEPARTMENT,

Bureau of Construction, &c., January 24, 1859.

SIR: Referring to your letter of the 8th, relating to a delivery of live-oak on Mr. Swift's contract at the yard under your command, you will only have that received which is substantially in accordance with the plain terms of the contract, and regard must be had to the lengths in connexion with the siding. The naval constructor's view is correct. Should there be some particular pieces which, from their crook or other cause, the naval constructor considers it desirable and to the interest of the government to receive, there is no objection;

but the exceptions should be few and the prices must be shown to the naval constructor, to whom the inspector is subordinate. One of the objects of the contract being to obtain small size crooked timber, you will please instruct the naval constructor that the proper proportions of that kind must be supplied, or the bills suspended.

Respectfully, your obedient servant,

JOHN LENTHALL,

Chief of the Bureau.

Captain F. ENGLE,

Commandant of Navy Yard, Philadelphia.

WASHINGTON, May 24, 1858.

SIR: I have at the Norfolk yard a quantity of live-oak timber, surplus of my contract for deliveries there, which I believe valuable for the service, and beg to request that you will authorize its receipt. It consists of—

First. A large number of keelson pieces, say about 5,000 feet; price by contract, \$1 75 per foot. Keelson pieces have always been considered valuable, and the department once paid over \$4 per foot to the lowest bidder for furnishing them.

Second. About 5,000 feet of timber, both curved and straight, sided 18 and 20 inches, which is larger than is required by contract. As it seemed wrong to cut down timber to 15 inches sidings that would be more useful if worked longer, I gave orders to work it larger, and hope you will authorize its receipt, provided the larger sidings give proportional increase of value to the pieces. Price, (to be received on contract,) for curved, \$1 34 per foot; for that not technically curved and straight, \$1 24 per cubic foot.

Third. About 12,000 feet of timber, straight or with not sufficient curve to bring it into the contract as curved timber, sided 12, 13, and 15 inches; some 12-inch timber also included. Price, \$1 24 per foot.

Fourth. About 14,000 feet of timber, curved and straight, sided 9 and 10 inches.

In pursuing the system before alluded to, of cutting timber in such a manner as to make it most valuable for the service, this timber has been procured. It is a very useful and economical size for sloops-of-war and smaller vessels. Upwards of 3,000 feet of this lot have been worked into the frame of the steam sloop "Richmond," and if it had been in the yard in time most of it could have been advantageously used in her construction.

In order to avoid any delay in the reception of this timber, I have determined to reduce its price, although the contract price is less than it cost me, and less than it should now sell for, in view of the great demand there will soon be for it. I will offer it for \$1 15 per cubic foot.

To recapitulate, I will beg to request that you will order the live-oak timber I now have in the Norfolk yard to be received, as follows:

For keelson pieces, as per contract, \$1 75 per cubic foot; for curved timber, sided 18 and 20 inches, to be received on contract, \$1 34 per cubic foot; for other pieces, properly sided 18 and 20 inches, \$1 24 per cubic foot; for timber straight, or not technically curved, sided 12, 13, and 15 inches, &c., curved pieces sided 12 inches, \$1 24 per cubic foot; (there is but a small proportion of straight 12-inch in this lot; for timber, curved or straight, sided 9 and 10 inches, \$1 15 per cubic foot.

Almost all this timber was cut ten years ago, so that it is not only well seasoned, but the defects of such pieces as were not good have become apparent, and there would not be the usual loss on it from that cause.

It was procured immediately upon the seacoast, in East Florida, and has the characteristics of island timber, and has been pronounced in the yard of superior quality.

It has cost me more than I would receive for it at the prices named.

It is not, perhaps, proper for me to allude to the necessity there would be for having more timber, if you were to order the ships now in the yard to be repaired, or were to build new ones.

I will take the liberty of adding that I have reason to believe that I could sell it perhaps more advantageously to a foreign government.

Soliciting the favor of an immediate answer, I have the honor to be, with the greatest respect, your most obedient servant,

W. C. N. SWIFT.

Hon. ISAAC TOUCEY,
Secretary of the Navy, Washington.

WASHINGTON, D. C., June 7, 1858.

SIR: In addition to the quantity of live-oak at Norfolk, which I had the honor to propose for the acceptance of the department on the 24th ultimo, I beg leave to offer you a similar surplus at the New York and Philadelphia navy yards, amounting in the two yards to about 55,000 feet. Much the greater portion of this surplus will be at New York, at which yard there will be 12,000 to 15,000 feet sided less than 12 inches.

I will offer this timber at the prices named in my contract for promiscuous timber.

I shall also have about 15,000 feet of similar timber at the Boston navy yard, which I will offer at the same price, viz:

For pieces suitable for keelsons and principal pieces, \$1 75 per cubic foot.

For pieces of curved timber, properly sided more than 15 inches, \$1 34 per cubic foot.

For other pieces of good quality and suitable lengths, sided 9, 10, 11, 12, 13 and 15 inches, \$1 24 per cubic foot.

Most respectfully, your obedient servant,

W. C. N. SWIFT.

JOHN LENTHALL,
Chief of Bureau of Construction, &c., Washington.

COMMANDANT'S OFFICE, UNITED STATES NAVY YARD,
Philadelphia, August 13, 1858.

SIR: Mr. Swift, a contractor for the delivery of live-oak at the yard has lying here the rejected timber of five cargoes delivered, which amounts to a large quantity, and is greatly in our way. By a regulation of the yard, when a contractor leaves his rejected timber lying here over a reasonable time, his second set of bills is not approved until the removal is made. In Mr. Swift's case, however, we have been disposed to afford him every facility and accommodation, and have allowed his timber, cargo after cargo, to remain until it is evident that he has taken advantage of our spirit of accommodation, and will not remove his timber. We have at this time some 1,200 or 1,300 men employed in the yard, and, as you well know the limited space we have for the accommodation of our workmen, you will not be surprised when I tell you that it now resolves itself into a question whether this timber is to remain, and a portion of our workmen be discharged, or whether Mr. Swift shall be forced to remove it, and allow the operations of the yard to go on.

I shall be pleased to receive your instructions on the subject.

I am, very respectfully, your obedient servant,

CHAS. STEWART,
Commandant.

JOHN LENTHALL, Esq.,
Chief of Bureau of Construction, &c., Washington.

NAVY DEPARTMENT,
Bureau of Construction, &c., August 17, 1858.

SIR: The subject of your letter of the 13th has been communicated to Mr. Swift, the contractor for live-oak, and he has been requested to remove it forthwith. When this is done, his bills to which you refer will be passed. If it is not removed in a reasonable time please make it known.

Respectfully, your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

Commodore CHAS. STEWART,
Commandant of the Navy Yard, Philadelphia.

NAVY DEPARTMENT,
Bureau of Construction, &c., August 17, 1858.

SIR: Herewith enclosed you will find a copy of a letter from the commandant of the Philadelphia yard, from which it appears that the operations of the yard are very much retarded, and it is hoped you will relieve the department from the embarrassment by removing the timber without delay.

The work at that yard is about to be further increased, and as you are aware of the contracted space, you must see the difficult position in which the commandant of the yard is placed. He will be informed that you have been requested to remove the timber forthwith.

Respectfully, your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

W. C. N. SWIFT, Esq.,
New Bedford, Massachusetts.

COMMANDANT'S OFFICE, UNITED STATES NAVY YARD,
Philadelphia, September 3, 1858.

SIR: I have to inform you that no attempt has yet been made on the part of Mr. Swift or his agent or agents to remove his rejected timber from the yard.

Some time since I had a letter from him, dated "New Bedford, August 24, 1858," in which he begged to be indulged to the 30th of that month, and suggested that, in the meantime, the timber should be piled, the expense to be borne by him, provided the government did not agree to take it. This could not be done, because we had no space to spare to it outside, and I cannot, upon the supposition that the department may finally agree to receive it, cause it to be stored in the timber sheds. Will you be pleased to give some decided direction on this subject, as constant complaints are being made as to its interference with the operations of the yard.

I am, very respectfully, your obedient servant,

CHS. STEWART, *Commandant.*

JOHN LENTHALL, Esq.,
Chief of Bureau of Construction, &c., Washington, D. C.

Ordered by the Secretary of the Navy that it may be piled in the yard. J. L.

NAVY DEPARTMENT,
Bureau of Construction, &c., September 10, 1858.

SIR: Referring to your letter of the 3d instant, relating to Mr. Swift's live-oak, the department permits that it may be piled up in the yard, as Mr. Swift proposed.

Respectfully, your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

Commodore CHARLES STEWART,
Commandant of Navy Yard, Philadelphia.

NAVY DEPARTMENT,
Bureau of Construction, &c., September 16, 1858.

SIR: The department having directed a contract to be made with Mr. W. C. N. Swift, in place of that with Mr. Samuel B. Grice, on which he has failed to make the proper delivery, you will receive nothing further from Mr. Grice on that contract, and report to the bureau, as early as practicable, the quantity and description of live-oak which Mr. Grice has now in the yard that passes inspection.

I am, respectfully, your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

Commodore CHARLES STEWART,
Commandant of Navy Yard, Philadelphia.

PHILADELPHIA, *September 18, 1858.*

SIR: In reply to your letter of the 16th instant, this day received, I have to say, that against anything therein contained prejudicial to my interests in matters of my live-oak contracts with the Navy Department, I solemnly enter this my protest, of which you will please take notice.

Respectfully,

SAMUEL B. GRICE.

Mr. JOHN LENTHALL,
Chief of Bureau of Construction, &c., Washington, D. C.

COMMANDANT'S OFFICE, UNITED STATES NAVY YARD,
Philadelphia, September 1858.

SIR: Referring to your letter of the 16th, which came to hand this morning, I enclose herewith a letter from the master carpenter, in the temporary absence of the constructor, with some explanations as to Mr. Grice's timber, for your consideration, and will thank you for any further directions you may deem necessary on the subject.

Respectfully, your obedient servant,

CHARLES STEWART,
Commandant.

JOHN LENTHALL, Esq.,
Chief of the Bureau of Construction, &c, Washington, D. C.

UNITED STATES NAVY YARD,
Philadelphia, September 18, 1858.

SIR: A vessel containing about eighty pieces of live-oak, for account of Mr. S. B. Grice's contract, arrived and was reported at the yard for a berth to discharge on the 16th instant, and was ready to deliver the same, but there was not room on the pier to discharge.

Your order, received this morning, directs that no more timber be received on Mr. Grice's contract. Please inform me if the vessel with timber above alluded to is to come under the order.

Very respectfully, &c.,

HENRY HOOVER,
For Constructor.

Commodore CHARLES STEWART,
Commandant of U. S. Navy Yard, Philadelphia.

NAVY DEPARTMENT,
Bureau of Construction, &c., September 20, 1858.

SIR: Referring to your letter of the 18th, relating to a load of live-oak timber, the instructions from the department to the bureau were, to receive no more timber on account of Mr. Grice than was then delivered in the yard, to have it promptly inspected, and the accounts forwarded to the bureau. The bureau thus has no authority to increase the quantity, and you will please have the account sent forward as soon as possible.

I am, respectfully, your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

Commodore CHARLES STEWART,
Commandant, Philadelphia.

NAVY DEPARTMENT,
Bureau of Construction, &c., September 22, 1858.

SIR: Your letter of the 18th has been received, and, as the Hon. Secretary of the Navy has directed the course pursued, it should be addressed to the department.

I am, respectfully, your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

SAM'L B. GRICE, Esq., *Philadelphia.*

NAVY DEPARTMENT,
Bureau of Construction, &c., February 19, 1859.

SIR: I would respectfully beg leave to make a statement respecting the building of the steam sloops-of-war authorized by an act of the last session of Congress.

The intention of the department was, in the first instance, that the frames of these vessels should be of live oak, but in the beginning of July, when it was determined that their draft of water should be as small as practicable consistent with the armament, and it became my duty to give some general instructions from which each naval constructor was to prepare his plan and build the ships, it was then brought by me to the notice of the Hon. Secretary of the Navy that

this end might be gained, in some degree, by the use of white oak for the lower parts of the frame, and a lighter vessel be made. To my earnest representations on this point the Secretary of the Navy assented.

The only yard at which there was a white-oak frame was Philadelphia, where it had been delivered some twelve years since for a much smaller vessel, and the constructor of that yard, in his specifications, states that the top timbers are to be of live-oak, which is the same as the constructors from the other yards proposed for their vessels.

That there was such a frame in the Philadelphia yard was not named by me to the Secretary of the Navy, any more than the quantities of the same kind of materials at any other yard, considering it as a purely technical and professional matter, which he had confided to me, and with which I exercised my best judgment.

I am, with great respect, your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

Hon. JOHN SHERMAN,
*Chairman of Investigating Committee,
House of Representatives.*

No. 81.—BENJAMIN F. DELANO, BROOKLYN NAVY YARD.

FEBRUARY 14, 1859.

BENJAMIN F. DELANO called and examined.

By Mr. Bocock:

Question. What official position under the government do you hold?

Answer. That of naval constructor.

Question. At what place?

Answer. At the navy yard in Brooklyn, New York.

Question. How long have you been there?

Answer. Since October, 1850, this last time, but I had previously been there. I have known the yard more or less since 1826, having served my apprenticeship there. During that time I was absent from there about ten years, being at Portsmouth, New Hampshire, and other places.

Question. Do you know anything about some live-oak timber delivered there last year by Mr. Swift?

Answer. I know that he has been delivering timber there, I should think, for the last two years, and some of it remains there yet.

Question. Do you remember of his having, in the spring of 1858, some timber there which was rejected and not received under his then existing contract?

Answer. Yes, sir.

Question. How did it happen that he was permitted to store his timber in the yard?

Answer. It has been customary to let rejected timber lie some time at the yard. That is optional with the officers of the yard.

Question. Does it have any reference to the question as to whether you would probably want the timber speedily or not?

Answer. Yes, sir; some of that timber was laid by for future consideration. There was a large quantity of timber delivered. In such cases the inspector always lays out such as he has any doubts about, and calls upon the naval constructor—calls upon me in that yard—to go over the timber and review it with him. If he has taken any timber which I think is not proper to be taken, as sometimes happens, it is thrown out again, and sometimes timber is added that he has rejected. There is a great deal of judgment to be used in the selection of timber. People differ somewhat in their judgment in regard to it. Mr. Swift had some small timber there which did not come within the sizes required by contract; but since that time he has had a contract which covered a small portion of this small sized timber, and he has delivered it.

Question. What I want to know is this: Was any particular favor shown to Mr. Swift in regard to storing his timber in the Brooklyn navy yard?

Answer. No more than is shown to other contractors, so far as I know.

Question. Are you quite sure of that?

Answer. I know that timber belonging to other contractors has laid there nearly as long as Mr. Swift's timber laid there—six or eight months, certainly.

Question. Was this small timber needed for immediate use which Mr. Swift has contracted for and delivered since that time?

Answer. Yes, sir; a portion of it was.

Question. It was wanted for immediate use?

Answer. Yes, sir.

Question. State how and why it was needed.

Answer. The contract for this small timber was made with Mr. Swift last autumn. We had received an order at the Brooklyn navy yard to build a sloop-of-war, and small timber is precisely what is required for the top siding of the vessel. This contract furnished timber that would side 9 inches. Our siding on that vessel, where that timber was used, was 8 and 9 inches—9 inches amidships, and 8 inches forward and aft.

Question. What proportion of the timber furnished under this late contract has been used by the government?

Answer. I do not know as I could state the precise amount.

Question. I do not expect you to state the exact amount, but you can state whether a large or small proportion of it has been used.

Answer. I should think that about one-fourth part of it has been used; and if I had had the timber three months before, when I was repairing the sloop-of-war St. Louis on the same spot where this new sloop is now being built, I should have used this smaller timber, in-

stead of using the larger timber that is an inch or two larger each way.

Question. Could the Navy Department, consistently with the interests of the government, have allowed the usual time to cut this timber and deliver it?

Answer. Not unless they should determine not to commence the sloop-of-war just then, for this timber was wanted in the very commencement of that sloop.

Question. When was that sloop commenced?

Answer. The principal parts of her were commenced in September. We really commenced in getting ready the moulds, &c., in July last, but the St. Louis had to be launched before we could put the keel of this sloop to the blocks.

Question. How rapidly have you progressed with the building of that sloop?

Answer. She can be put afloat in four weeks.

Question. You have not progressed as rapidly as was indicated by the order of the department last summer. What was that order of the department?

Answer. That the sloop should be completed about the time that Congress met, as I understand. The reason that it was not done was, that the St. Louis was hauled up in the very house where this new sloop is now being constructed, and it occupied that place for about two months before we could lay the keel of the new vessel. It is true the vessel could have been built in another spot out of doors, had it been absolutely necessary to have done so. I would say, further, that the actual dimensions for the height of the centre of the shaft were not given until after the contract for the building of the machinery was made, which was some three months after the order of building was given. She might have been pushed a little faster, I suppose, after she was commenced. We paused because I wanted to know the positions of the shaft. The order was given that it should be built about such a height. I did not think that was definite enough in relation to a matter which required exactness.

Question. Will any further proportion of this small timber be needed in this new sloop-of-war?

Answer. No, sir.

Question. For what will it be needed?

Answer. For a similar class of vessels, our sailing sloops, &c.

Question. Is any such timber needed in the repairing of vessels?

Answer. Yes, sir; every sloop-of-war we have in the service requires this kind of timber for repairs.

Question. Have you had any repairs going on in the yard at Brooklyn since this timber was delivered?

Answer. I think I used some of it in the San Jacinto; but I will not be positive upon that head. Still I think this small timber was required, because we had none in the navy yard. We have been deficient in this small timber for many years. There has been no

small live-oak timber delivered there for ten years past, perhaps not for twenty years, and our promiscuous timber has been used for repairing ships and for shipments elsewhere. For instance, we shipped timber from that yard to Washington with which to build, in part, the Minnesota, and we shipped some to Philadelphia for the Wabash, and we shipped some knees for the navy yard at Norfolk.

Question. Was there a deficiency in the yard of this particular sort of timber?

Answer. Yes, sir; entirely so, excepting some frame timber which we are not allowed to use.

Question. What timber is that?

Answer. There are certain frames, some complete and some incomplete, which were brought there under the "gradual increase" clause by the board of navy commissioners. That we consider is not to be used for ordinary repairs, but the repairing of vessels is to be done out of this promiscuous timber, and for the top siding of ships we want timber of this description. We put on a complete set of top sides upon the St. Louis, and the timber we had to use then was much larger than was necessary—timber that sided 12 and 13 inches.

Question. Did you inform the department here that that sort of timber was wanted?

Answer. I am certain that I informed the department at least five or six years ago that we were deficient in this particular kind of timber.

Question. Did you inform them last year that it was needed for immediate use?

Answer. I am sure I did for the St. Louis, for I received instructions, I know, to use such as I had, though I will not be positive that those instructions were official.

Question. You mean that such an intimation was made to you?

Answer. Yes, sir.

Question. How does the quantity of live-oak now stored in the yard compare with the quantity usually kept on hand?

Answer. I know it is much less than it was twelve or fifteen years ago, for we have been constantly using without replenishing sufficiently until this last year.

Question. Have you more of that small timber on hand than you need?

Answer. No, sir; if my judgment was asked, I should say that this small timber should be provided to at least three times the extent. Now, we have to cut up the larger timber to make these smaller sizes, which is not so good. In cutting up this large timber we get nearer the heart, and the grain is coarser; and another thing, the small timber is usually sounder, freer from shakes, and makes better work, and is better to build with and easier to handle.

By Mr. Ritchie:

Question. Do you know the amount of timber belonging to Mr. Swift which was in the navy yard last summer, and which was subsequently taken by the government under this new contract?

Answer. There was but a small portion of the small timber which was taken in the yard at that time. He has brought the most of the small timber to the yard since this contract was made.

Question. Do you know where he got it?

Answer. It was what we call St. Mark's timber.

Question. I mean, do you know where it was shipped from?

Answer. I do not know; it came there in ordinary coasting vessels. Live-oak timber, left on hand, if it is properly taken care of, does not deteriorate, as many persons seem to imagine. Timber that has been in that yard since the time the board of naval commissioners was in power I have cut lately, and found it as good and solid and tough as any new timber.

By Mr. Bocock:

Question. Who originated the plan of appropriating a certain amount every year for "increase?"

Answer. I do not know.

Question. Did the board of naval commissioners do it?

Answer. I do not know. I imagine that there was an act of Congress for it.

Question. What is that phrase, "gradual increase," intended to cover?

Answer. As I understand it, in 1820, or thereabouts, there was a gradual increase voted to the navy to procure frames of line-of-battle-ships, &c., to the number of forty or fifty, I think. I may be mistaken about that, however, though there are, I think, five or six of these frames in each yard.

Question. It was designed to cover the procuring of timber for those frames, was it?

Answer. Yes, for the frames only; they were placed in the docks and stored away in that manner, so that, in case of emergency, this timber might be already provided at the several depots for building, and thus avoid the necessity of transporting this timber by sea in time of war. That was all very well, with one exception: the timber that was cut there was cut to a model, or a mode of building, so different from the fashions of the present day that it is somewhat difficult to make the timbers from these frames to suit the forms of the present day. It can be done, it is true; for I have used it by putting some of the timber inside out, upside down from what it was intended, to suit the forms of the present day.

Question. Captain Rootes told us something about some timber being thrown overboard there, to which your attention was called. Do you remember the circumstances? It happened, I believe, a year or so ago.

Answer. I remember it.

Question. Can you give us any explanation about it?

Answer. I can give no further explanation than this: When timber is being delivered in the yard there is always more or less of it rejected, very much to the annoyance of the contractor, of course. All this rejected timber, such timber as will float at least, is thrown overboard,

so that it may be taken away by water. There were several sticks at the time referred to—I do not recollect how many—perhaps twelve or fifteen, or thereabouts, that were thrown overboard, upon which the marks were still visible.

Question. What marks? The marks put on them indicating that they were received?

Answer. Yes, sir; that they were then government property. My attention was called to it, and I had the timber put back where it belonged. Captain Rootes was cognizant of all the facts at the time, for I think we went together to see it.

Question. What conclusion did you come to in regard to it?

Answer. That it had been thrown out by mistake as rejected timber. In examining timber the inspector may put the government mark upon a stick which I would not receive, which I do not think is quite as good as it ought to be, and then I have the marks erased. The marks had been partially rubbed off this timber which was being put overboard. I did not know but it might have occurred in this way; because, often in a cargo of timber, I have rejected six, ten, or perhaps twenty sticks which the inspector thought were good and proper, while I differed with him in opinion. The marks would then be erased from the sticks and crossed out from the book in which they had been noted.

Question. When the inspector marks timber as accepted, and upon looking at it you determine to reject some of it, are those marks of the inspector erased?

Answer. Yes, sir. I am by at the time with the inspector, and the marks are erased from the sticks of timber and also crossed out from the book, which is a memorandum book.

Question. What are the opportunities of making away with and destroying the government timber?

Answer. I do not know any under the present rules and regulations of the department. I examine the timber myself now. Formerly the timber was certified to by the inspector, and no other name was put upon the bills but his. There was an order made three or four years since that the naval constructor should certify to the bills for timber, and that he should be responsible for it. Since that time I have examined it myself, in connexion with the timber inspector.

B. F. DELANO,
Naval Constructor.

No. 87.—FRANCIS GRICE, OF PHILADELPHIA.

FEBRUARY 16, 1859.

FRANCIS GRICE called and examined.

By Mr. Bocock:

Question. What is your official position, Mr. Grice?

Answer. I am naval constructor, sir.

Question. At what place?

Answer. At Philadelphia.

Question. I wish to ask you about some timber that was stored there last year by Mr. Swift. Do you know anything about that?

Answer. Yes, sir; I know it was stored there.

Question. How came it to be stored there?

Answer. It was by permission of the department.

Question. Is it common to store timber in the yard that is not received under contracts?

Answer. No, sir. The rule of the yard is that the timber must be removed before the bills are signed.

Question. Is that the rule of all the yards, or only of that particular yard?

Answer. It is the rule of all the yards.

Question. By whom was that rule made?

Answer. By the commissioners of the navy.

Question. The old naval commissioners?

Answer. Yes, sir.

Question. To what extent has that timber been used?

Answer. There has been a little of it used on the sloop No. 1. She is built of a white-oak frame that had been for some years in the yard; and the live-oak used on her was only what we term the stanchions and some of the principal pieces.

Question. Has it ever been used on the Griffith ship?

Answer. I have seen them use it; I have nothing to do with that vessel and cannot say how much they used.

Question. Has any of it been used in repairing the vessels in course of preparation?

Answer. No, sir.

Question. Did you frequently have need of that sort of live-oak timber in the regular and common operations of the yard?

Answer. No, sir.

Question. What is there peculiar about that sort of timber that makes it less used than other kinds?

Answer. That timber is put upon the frames of ships, what you call the ribs.

Question. In repairing vessels do you often have to put in new ribs?

Answer. No, sir.

Question. Do you never put in a new rib?

Answer. Very seldom. The live-oak will last fifty years. There

is some of the live-oak now in the United States frigate which was launched in 1797; it is very durable.

Question. Why did you build that new vessel of white-oak?

Answer. Because we had orders to do so.

Question. Upon what ground was the propriety of building it of white-oak put?

Answer. They do not give us their reasons.

Question. Was it because they did not have the live-oak suitable?

Answer. No, sir; I do not think it was on that ground. We had a frame of white-oak that had been a long time on hand; it was cut a good many years ago. One object of building the frame of white-oak is to make the vessel tight, with an easy draught of water. A vessel built of white-oak will draw less water than one built of live-oak.

Question. Are you well acquainted with the New York navy yard?

Answer. I was some fourteen years ago; I do not know anything about it now.

Question. Do you know anything about the Norfolk navy yard?

Answer. Yes, sir.

Question. How do the capacities of the Philadelphia navy yard compare with those of the yards at New York and at Norfolk for the execution of work?

Answer. There is an immense quantity of repairs done to ships at the Norfolk yard. When I was stationed there every ship in the navy passed through my hands, or nearly so.

Question. How large a vessel can you get up to the Philadelphia navy yard?

Answer. We can get frigates up there.

Question. At all times of the year?

Answer. If the river is not frozen over.

Question. How many men can you profitably employ in the Philadelphia navy yard?

Answer. I do not know; I should suppose if we had the work to do we could employ fifteen hundred men.

Question. I want to know your opinion upon this point: whether all the work that is now done at four or five navy yards could not be done in two or three, and at a much less cost?

Answer. I do not think it could.

Question. Why not? What is the advantage of distributing the work among different yards?

Answer. The advantage is that you have the mechanics from the different parts of the United States. You cannot concentrate them all in one place. You would not have so good an opportunity of selecting the best mechanics.

Question. Was there any time during the last summer or fall when you had more men at the Philadelphia yard than you could profitably employ?

Answer. I think so.

Question. At what time?

Answer. I cannot tell the date now; it must have been in September or October. I was sick at the time. I cannot recollect now. It

was about the time of the election, I think; I know I was sick when the election took place.

Question. Did you report the fact that there were more men in the yard than you could profitably employ to the commandant? I believe you, as naval constructor, have charge of that.

Answer. No, sir; I was not in the yard at the time; I was sick. I did so when I got out.

Question. Are you able to say, as you did not see it, whether these men were actually profitably employed or not?

Answer. There were more men in the yard than I thought right to be when I got into the yard, and I reported it to the commander of the yard, and the men were discharged.

Question. What time did you get well enough to return to the yard?

Answer. I was taken sick in the early part of September, and did not get to the yard until the 19th of October, when I found that the laboring gang had greatly increased, and more than in my judgment could be employed to advantage, and I suggested to the commandant of the yard that the number should be decreased without delay, which was done.

Question. Had the amount of work diminished between October and the time you got well enough to return to the yard, by the sending off of the Paraguay expedition, or from any other cause?

Answer. In what I say now I do not speak of the mechanics of the yard; I speak of the laboring men. There were no more mechanics in the yard than were required, because we had orders to complete the ship by the time that Congress met, and I always endeavored to obey orders, and kept all the mechanics until I did that work, and then I discharged nearly the whole of them.

Question. On what sort of work are the laborers employed in the yard?

Answer. They are employed in stowing timber, clearing up the yard, and assisting the mechanics; carrying plank, timber, and all that sort of thing; moving the dock out and in, and securing it, &c.; and various other things.

Question. There were one or two gentlemen by the name of Grice who were bidders for the contract to supply timber last summer and fall. Are they brothers—Joseph and Samuel B.?

Answer. Yes, sir; they are brothers.

By Mr. Ritchie:

Question. Was not that timber of Mr. Swift's lying in the yard timber delivered by him upon previous contracts, and rejected at the yard?

Answer. Part of it was rejected timber, and part was not.

Question. How did it come to be in the yard, if not brought to fulfill contracts?

Answer. When they bring timber to the yard in their vessel it is landed for the purpose of inspection; and when it is inspected all that is condemned is marked. This timber lay in the yard, and Mr. Swift was notified by the commandant of the yard that he must move

it; but he got an order from the department allowing him to pile it in the yard with the surplus timber over and above what would answer his contract. The contract requires a certain length, with a certain crook. If the timber offered does not conform with the description, it is laid one side. All this timber was laid aside for that reason. The condemned surplus timber was piled up at his expense.

Question. Was not the most desirable portion of the timber he had landed at the yard selected in fulfillment of his contract?

Answer. Yes, sir; all that came up to the contract was received of course. All that which did not come up to the contract was laid one side.

Question. Was that which came up to the contract more desirable for ship-building purposes at the Philadelphia yard than that which did not?

Answer. Yes, sir, of course it was.

Question. Did you recommend the purchase of that timber of Mr. Swift's?

Answer. No, sir.

Question. Is it usual for the department to refer to the yard, in order to ascertain what the wants of the yard are?

Answer. Yes, sir.

Question. Was that done, in this instance, before purchasing Mr. Swift's timber?

Answer. No, sir.

Question. If the matter had been referred to you would you, as a matter of official duty, have recommended the purchase of that timber of Swift's?

Answer. No, sir.

Question. Was there not in the yard a large quantity of live-oak, of various sizes, before that purchase?

Answer. Yes, sir.

Question. Was it requisite to purchase Swift's timber, in order to conduct the business of the yard—to do what you had to do there?

Answer. No, sir. I am not now speaking of the Griffith ship. I had nothing to do with that.

Question. Do you know how much was delivered by Mr. Grice, under his contract, there at the navy yard?

Answer. I do not know how much. There was some delivered?

Question. Do you suppose that a sufficient quantity had been delivered by him to answer the wants of the navy yard during the fall?

Answer. It was not wanted at all that I know of, except as before stated.

By Mr. Bocock:

Question. When you speak of timber not being received under a former contract, do you mean that it was not received because it was not of the right dimensions, or because it was inferior timber?

Answer. Because it did not come up to the description. It was not rejected because it was not sound timber, but because it did not answer the description. I am directed to examine the timber that

comes into the yard, and when I find any that is not according to the contract I stop it. It is then referred to the department.

Question. You say there was plenty of timber about the yard for your purposes. Was there plenty of this smaller kind?

Answer. Oh, yes, sir; plenty of it.

Question. How long had that smaller kind been in the yard?

Answer. A long time; fifteen or twenty years, probably.

Question. You say that if you had been consulted officially you would not have recommended the purchase of Mr. Swift's timber. You would have recommended the purchase of your nephew's, would not you?

Answer. No, sir; I am not mixed up with anybody upon the face of God's earth.

Question. Do you how much of this timber was used upon the Griffith ship?

Answer. No, sir. Mr. Griffith used all that would answer his purpose of Mr. Swift's timber.

By Mr. Ritchie:

Question. Why did he do that? Was there not other timber which would answer his purpose just as well?

Answer. He went over the whole yard, and swept everything that would answer the peculiar shape of his vessel.

By the Chairman:

Question. How long have you been naval constructor?

Answer. Ever since 1817.

FRANCIS GRICE,
Naval Constructor.

No. 91.—SAMUEL T. HARTT, NORFOLK, VIRGINIA.

FEBRUARY 17, 1859.

SAMUEL T. HARTT called and examined.

By Mr. Bocock:

Question. Where do you reside?

Answer. At Portsmouth, Virginia.

Question. What is your profession?

Answer. I am naval constructor at the Gosport yard.

Question. How long have you been there?

Answer. I was ordered there in 1854. I have been stationed at that yard twice.

Question. What quantity of live-oak have you now on hand?

Answer. I cannot say.

Question. Do your duties lead you to inquire into the supply on hand for the necessities of the service?

Answer. Yes, sir.

Question. Do you remember some live-oak deposited there by Mr. Swift last year?

Answer. Yes, sir; I do.

Question. How happened that to be deposited there?

Answer. It did not conform with his contract when it was sent there—the first contract that he had.

Question. In what respect did it fail to conform? Was it inferior timber, or was there a difference of shape?

Answer. There was a difference of shape, and it was smaller.

Question. How happened that it was permitted to remain in the yard?

Answer. It never was ordered away.

Question. What is your habit with regard to that?

Answer. We are in the habit of allowing contractors to leave their timber there so long as it does not interfere with us.

Question. Is that the custom of the Norfolk yard?

Answer. That is the custom, sir.

Question. Did you allow that timber to remain there in consequence of instructions from Washington, or in consequence of your usual rule?

Answer. It was our usual rule.

Question. Did you receive any instructions from Washington, that you should allow it to remain there?

Answer. I did not, sir.

Question. Upon the 14th of June, 1858, if you had been consulted to know whether it was necessary, for the interests of the government, to have live-oak of that smaller size, what advice should you have given?

Answer. I should have recommended the purchase of it.

Question. Why should you have recommended its purchase?

Answer. We were about building a small steamer, and it was a kind of timber we wanted.

Question. How much of that timber did you use?

Answer. I cannot tell you, sir; we used some of it. It was not government timber at that time, and we used very little of it.

Question. Did you use some of it before it was purchased?

Answer. Yes, sir; on open purchase.

Question. Have you used any since it was procured by the government?

Answer. A little, sir.

Question. At what time was it decided to build those vessels of white-oak frames?

Answer. Sometime in July, I think.

Question. It was subsequent to the 14th of June?

Answer. Yes, sir.

Question. Suppose you had had that timber as government timber, would you have been able to use more of it to advantage?

Answer. Yes, sir; that timber was out of the shed, and I should have saved the labor of hauling it out. It was green timber, and could have been worked more easily.

Question. Did you have to cut down larger timber to this size, which might have been avoided if you had had smaller timber?

Answer. Yes, sir; to some extent.

Question. You say that as matters stood on the 14th of June, it was expedient for the government to get that timber at once?

Answer. It was advisable to buy the timber.

Question. Would you have recommended that they should wait the usual time, one or two years, to allow timber of that sort to be got out?

Answer. I do not think I should.

Question. Do you know upon what ground it was finally determined to build the frames of these vessels of white oak?

Answer. The vessel I built was left to me to decide what part should be of white oak and what part of live oak; I made the specification, and it was not altered.

Question. The department did not determine that?

Answer. Not fully.

Question. Do you remember when you decided that point?

Answer. It was in the latter part of June that I had the conversation with Mr. Lenthall.

Question. Have you been long acquainted with navy yards?

Answer. I have been attached to the navy yards from the time I went as apprentice, since 1833.

Question. How does the present management of the navy yards compare as to efficiency with the management in former days?

Answer. Unfavorably.

Question. What change has taken place?

Answer. They have taken the control away from the constructors.

Question. Do you remember at what time that change was made?

Answer. I cannot recollect exactly; it was somewhere about 1844 or 1845. I was in the western country then.

Question. Has there been any unfavorable change within the last two or three years?

Answer. I cannot remember the date that the order was given to give the employment of the men to the master workmen.

Question. Was that within the last two years or four years, or before that?

Answer. I think it was four years ago.

Question. Was that the change you spoke of as having occurred in 1844 or 1845?

Answer. Yes, sir; it was a reiterated thing, and more positive.

By the Chairman:

Question. How much of that timber furnished by Swift, under the contract of this last year, has been used up to this time?

Answer. I cannot say, sir.

Question. How many feet? Can you not state it approximately?

Answer. I suppose not over 300 feet.

Question. Has that timber been piled away in the shed with the other timber?

Answer. Yes, sir.

Question. How much of it was purchased on open purchase prior to the contract?

Answer. I think the bill amounted to \$700, or was somewhere in that neighborhood.

Question. Then there were 500 or 600 feet?

Answer. Yes, sir.

Question. Were you required to make out a requisition for this timber for the department?

Answer. I took the responsibility of using it, because it was convenient.

Question. That is not the question. Were you required to make out a statement of the amount of live-oak timber wanted in the yard last June?

Answer. I think not.

Question. Is it not usual for the naval constructor to make that requisition?

Answer. Not for live-oak.

Question. Was not the most desirable portion of Mr. Swift's timber selected for his old contract?

Answer. It was; this was rejected on account of its size; we filled the contract, and there was also a surplus of large timber.

By Mr. Ritchie :

Question. Was it not on account of the shape of the timber as well as the size?

Answer. The shape of the timber was good; but it did not correspond in dimensions.

By the Chairman :

Question. Had the government ever purchased that kind of timber before?

Answer. They had.

Question. How much live-oak was stored in the yard, in September last, altogether?

Answer. The books showed some five or six hundred thousand feet at the Norfolk yard; the books are not correct, evidently.

Question. Was that too much or too little?

Answer. Too much.

Question. How much was there, according to your judgment, in the yard?

Answer. Not over two-thirds of it, good and bad.

Question. All sorts and sizes?

Answer. Yes, sir.

By Mr. Ritchie :

Question. How do you account for the difference between the books and the actual quantity on hand?

Answer. Because it has not been expended properly, and because the accounts have been carried over for so long a time.

By the Chairman :

Question. Was the timber in the yard of various sizes?

Answer. Yes, sir.

Question. Could you have found in the assortment you had on hand, enough to answer your purposes up to the first of this month, without the use of Mr. Swift's timber?

Answer. Not to advantage.

Question. I will ask whether the timber left by Mr. Swift conformed with the contract of September 25, 1858.

Answer. Yes, sir.

Question. Did you take it all?

Answer. No, sir, not all of it ; there was a little condemned.

Question. Where is that ?

Answer. It is there.

Question. Has any order of removal been made ?

Answer. Not yet, sir.

Question. Why has it been left there so long ?

Answer. It has never been reported.

Question. What was the cause of its rejection ?

Answer. Defects, and non-conformity with the contract.

Question. Have you instructions to deviate from the terms and conditions of the contract ?

Answer. No, sir.

Question. Have you ever had any conversation with Mr. Lenthall about the purchase of this timber from Swift ?

Answer. Verbal conversation, I have, sir.

Question. What was his opinion as to the propriety of purchasing it ?

Answer. I never had any conversation with him upon that score.

Question. Did he say whether he was in favor of it or not ?

Answer. No, sir ; I do not think he ever made any remarks about it.

Question. Did he say he had opposed the purchase of the timber ?

Answer. He had opposed the price, I understood him to say.

Question. What further did he say about that purchase ?

Answer. I remember nothing further.

Question. Did he say anything about its not being wanted ?

Answer. No, sir.

By Mr. Bocock :

Question. Did you not write that you wanted timber ?

Answer. I wrote him an official letter saying that it would be advisable to purchase timber of that sort.

By the Chairman :

Question. Nothing but that particular lot ?

Answer. No, sir ; that was nothing to me.

By Mr. Ritchie :

Question. What was the date of that letter ?

Answer. I cannot recollect.

Question. Cannot you recollect the month ?

Answer. I cannot.

Question. Do you remember the season of the year, whether it was summer or fall ?

Answer. It was summer, I think.

Question. What time in the summer ?

Answer. I cannot say.

By the Chairman :

Question. When was the frame of the vessel you are now building completed ?

Answer. The vessel was framed in September.

Question. Was it completed before the 23d of September ?

Answer. The frame was up before that, sir.

S. T. HARTT.

INDEX TO PART II.

CONTRACTS FOR LIVE-OAK.

	Page.
George Plitt.....	3
Joseph Grice.....	8
Henry G. Beach.....	26
Samuel P. Brown.....	35
Samuel B. Grice.....	47
James Bigler.....	60
John Appleton.....	80
W. C. N. Swift.....	83
John Lenthall.....	109
Benjamin F. Delano.....	153
Francis Grice.....	159
Samuel T. Hartt.....	163

PART III.

TESTIMONY AND DOCUMENTS

IN RELATION TO

THE AWARDING OF CONTRACTS

FOR

BUILDING THE STEAM MACHINERY

OF

UNITED STATES SLOOPS-OF-WAR.

INDEX TO PART II

PART II

TESTIMONY AND DOCUMENTS

THE AWARDING OF CONTRACTS

BUILDING THE STEAM MACHINERY

UNITED STATES SCHOOLS OF WAR

CONTRACTS FOR MACHINERY, &c. FOR VESSELS OF THE UNITED STATES.

No. 1.—TESTIMONY OF FREDERIC SAUNDERS.

JANUARY 24, 1859.

FREDERIC SAUNDERS called and examined.

By the Chairman:

Question. What is your occupation at present; and what has it been for some years past?

Answer. Superintending engineer of the "Allaire Works," of New York city.

Question. Was your attention called last summer to the specifications for engines, boilers, &c., for United States sloops of-war?

Answer. It was.

Question. Have you a copy of the specifications with you?

Answer. I have.

Question. Please present them to the committee. [See Appendix "A" to this testimony.] Did your company file a bid with the Navy Department for the steam machinery of any sloops-of-war referred to in these specifications?

Answer. They did.

Question. Have you a copy of that bid; and if so, will you present it?

Answer. I have a copy; here it is. [See Appendix "B" to this testimony.]

Question. What difficulties, if any, were there in the specifications which you have furnished?

Answer. I believe it would be impossible to get the amount of machinery, coal, and appurtenances, in the same space and within the weight required by that specification.

Question. Do you know whether, since these bids have been made, these specifications have been modified and changed in any particular in the construction of these vessels of war?

Answer. They have been changed for one vessel.

Question. What vessel was that?

Answer. The one to be built at Philadelphia.

Question. Was any change made in the specifications for the vessel to be built at Boston?

Answer. Not that I am aware of.

Question. What was the change in regard to the vessel at Philadelphia?

Answer. It was requiring two propellers instead of one.

Question. State whether there was any enlargement of the space allowed for coal and the engines in any of the vessels?

Answer. In the one for which the engine is building at the "Locomotive Works" at Boston, the distance has been lengthened since the bid was accepted—the distance in which the engine, coal, and appurtenances are to be placed.

Question. State whether, after these bids were made, you attended

the Board of Engineers, at Washington, that made the award upon the bids?

Answer. I attended to explain my plans, and to state what I guaranteed.

Question. When was that?

Answer. I could not state the day.

Question. In what month?

Answer. Either at the end of August or the beginning of September.

Question. Who composed that board?

Answer. Mr. Archbold, engineer-in-chief of the United States, Mr. Martin, Mr. Wood, and Mr. Hunt.

Question. What interest had Mr. Martin, if any, in any particular kind of boiler?

Answer. He had a patent right of a particular kind of boiler.

Question. Did your bid include one of his boilers?

Answer. It did not.

Question. Was there any competition for building the New York engine?

Answer. Yes sir, Messrs. Pease & Murphy, of New York, were bidders.

Question. Were there any other competing bidders?

Answer. I am not aware what bids there were.

Question. How much was the amount of your bid?

Answer. \$105,000.

Question. Did Mr. Murphy state to you anything in relation to his bid?

Answer. He informed me that he had bid \$130,000 or \$132,000, I am not sure which.

Question. Who made the bid which was accepted?

Answer. Messrs. Pease & Murphy.

Question. Did they include the Martin boiler in their bid?

Answer. I was informed that they did; but I did not see their plans.

Question. What is the character of the Martin boiler?

Answer. It is a boiler in which the tubes are vertical, and the water passes through the tubes, thereby differing from the horizontal tubular boiler in which the fire passes through the tubes and the water goes around the tubes. In the Martin boiler there are two water chambers, one above and one below the tubes. The tubes connect these two portions of the boiler, and the water circulates through the tubes. The steam that is made in the lower chamber has to pass up through these tubes to get to the upper portion of the boiler.

By Mr. Bocock:

Question. Are there two chambers to the boiler?

Answer. The lower portion of the boiler is connected with the upper portion by these tubes; the tubes are placed in the middle, or nearly so, in a vertical position.

By the Chairman:

Question. You say that you are the superintending engineer of the "Allaire Works;" how long have you been engaged in that kind of business?

Answer. I have been connected with the business of engineering for seventeen years.

Question. State whether or not in your opinion or judgment what is called the Martin boiler, is a new and valuable improvement?

Answer. I consider that there are better boilers, and those better adapted for government works than Mr. Martin's.

Question. Whose boiler is generally used in the vessels of the United States, so far as your knowledge extends?

Answer. The greater portion are Mr. Martin's.

Question. Did you have any conversation with Mr. Martin, about the time these awards were made, in regard to his boilers?

Answer. I stated my views before the Board in answer to their inquiries. I answered their queries in regard to my boiler, and stated what I considered to be the benefit of that particular class of boilers.

By Mr. Bocock:

Question. Whose patent was your boiler?

Answer. No patent whatever.

By the Chairman:

Question. What did Mr. Martin say after you had stated your views upon the boilers?

Answer. He considered that my boilers were not the boilers best adapted for the purpose, as he thought there was not steam room sufficient in them. But my plans were so drawn as to show a mode of getting steam room, which I was willing to give them if they considered it better. The reason I did not have more steam room in my first boiler was to show them what could be done below the water line; but I gave them the opportunity of taking this larger amount of boiler room if they thought it more advisable.

Question. Do you know what amount Mr. Martin receives for the privilege of putting his boilers into the vessels of the United States?

Answer. I am not able to answer as to how much.

Question. Did you have any negotiation or conversation with him in regard to the use of his boilers, as to the price charged?

Answer. No sir, I did not.

Question. Do you know the amount Mr. Murphy bid, or the amount he received for the engine and boilers furnished by him, except from what he said to you?

Answer. That is all the information I have, except outside rumor, from any engineer who happened to have the subject on his tongue.

Question. Who is now constructing the engine and boilers for the vessel in New York?

Answer. Messrs. Pease and Murphy.

Question. What works are they connected with in New York city?

Answer. The Fulton Works.

Question. Have they been engaged in building any other engines, besides this, for vessels of the United States?

Answer. They built the engines for the Niagara and the Brooklyn.

Question. Has any other firm but Pease & Murphy, of New York, built any engines for large sloops-of-war for the United States?

Answer. I believe not.

Question. Has your firm ever bid for any other engines or machinery than these, for vessels of the United States?

Answer. Yes, sir.

Question. Has any award ever been made to you for the construction of engines?

Answer. No, sir, not by the government.

Question. I wish now to call your attention to the Boston Works; I see that you bid for that vessel the sum of \$97,000. To whom was the construction of that engine awarded?

Answer. To the best of my knowledge to the Boston Locomotive Works.

Question. Do you know what they receive?

Answer. The engineer in construction informed me that they received \$104,000.

Question. Do you know anything about any change of plans since the specifications were made of the Boston engine?

Answer. The same gentleman informed me that they had been allowed to take a greater space in the ship for coal and machinery than was allowed in the specification under which the contract was made.

Question. Was that a favorable or unfavorable change for the builder?

Answer. Very favorable.

Question. State, if you can get at it at all, what percentage in favor of the contractor in the cost of getting up the engine, such a change would be?

Answer. It would not be a saving of expense, but it would be giving them the possibility of getting in the required amount of coal, and thus fulfilling the requirements of the specification.

Question. Do you know the difference between the engines constructed at the Boston Locomotive Works and your own?

Answer. I am not aware of the exact plans upon which the Boston Works are building. But from information I have received from mere casual conversation, I am led to suppose that the Boston engine is being built with one air pump, whereas mine has two to each engine, making each engine in any case perfectly separate and capable of being worked by itself when the other is broken down; while in their case, if the air pump breaks both of their engines would be disabled in that respect, that is if they build but one air pump to the two engines.

Question. Would this difference make the cost of your engine greater or less than theirs?

Answer. It costs more to build it on our plan. As to my opinion regarding their plans, it is not at all certain that it is so; it is merely rumor outside that I hear.

Question. To whom was the award made for the Pensacola engine?

Answer. I understand that the "Morgan Works" have received that contract.

Question. Where is that company located?

Answer. At the foot of 9th street, New York city.

Question. What was the amount of their bid?

Answer. From information I have been able to glean, outside of government officials, they receive \$120,000 for the engines, boilers, &c., all complete, and \$10,000 for the expense of putting it up at Pensacola.

Question. I notice that you put in a bid for the Portsmouth, New Hampshire, engine; do you know who was the successful bidder for that engine?

Answer. I cannot, at this moment, call the name to mind.

Question. Who was the successful bidder for the engine of the Philadelphia vessel?

Answer. There were two vessels there, one of the larger, and one of the smaller class.

Question. Who was the successful bidder for the large vessel?

Answer. I am informed that Messrs. Merrick & Sons got the large one.

Question. To whom was the smaller vessel awarded?

Answer. If it has been finally awarded, judging from newspaper reports, Messrs. Reaney & Neafie have it.

Question. Is that the one about which the controversy in the newspapers occurred between Mr. Norris and Mr. Neafie?

Answer. Yes, sir.

By Mr. Bocock:

Question. Was not the contract for the larger vessel awarded some time since?

Answer. Yes, sir.

By the Chairman:

Question. Were the plans for the engines of the smaller vessel changed?

Answer. They were changed.

Question. Were you notified of that change?

Answer. We were.

Question. Did you put in a bid in conformity with the new specifications?

Answer. We did.

Question. Have you a copy of that bid with you?

Answer. I have not. It is in our safe in New York, and I had not time to get it out before I was obliged to leave.

Question. How much was the amount of your bid?

Answer. If I recollect correctly it was \$140,000.

Question. Do you know whether or not that bid was submitted to the board of engineers?

Answer. It was not submitted to the board of outside engineers, appointed after the board of government engineers had ceased to sit.

Question. Please to explain what you mean by outside engineers, and the mode in which they came to be appointed.

Answer. To the best of my knowledge there was a board of government engineers appointed, who reported jointly their opinion of the bids. That report not being satisfactory to the Secretary of the Navy, he requested the board, each individually, to give in his own report. That also not being satisfactory he appointed three engineers not connected with the government to send in their report. These we term the outside engineers.

Question. Do you know whether your bid was submitted to these engineers or not?

Answer. I am informed by one of my draughtsmen, who saw one of the board that our bid was not submitted to them.

Question. What was the name of the engineer who informed your draughtsman?

Answer. Mr. Myers Coryell.

Question. Where does he live?

Answer. He is engineer of the Morgan Works, New York.

Question. Have you any information, except from the public prints, as to who received the award for the smaller vessel at Philadelphia?

Answer. No, sir.

Question. Do you know whether or not the Morgan Works had a bid in for the smaller Philadelphia vessel?

Answer. I do not.

Question. Which vessel was assigned to the Morgan Works?

Answer. The Pensacola vessel.

Question. You say that Mr. Martin was one of the board that made these awards, and that you had a conversation with him in regard to engines, &c. Did he say anything to you about his boiler, either during the session of the board or afterwards?

Answer. We had some conversation about boilers generally, and made some few comparisons between vessels. This was after I had left Washington and returned to New York. I met him in New York and made the remark that we were unsuccessful, that probably we were not politicians enough to obtain a contract. He replied: oh, no, it was not that. And then he said that my boiler had not steam room enough. I replied to him that he was aware that I had offered to give ample steam room if it was thought of importance, that my design was drawn so as to show that. He replied, yes, it was so, but not in the right shape.

Question. Does his patent relate to the quantity of steam room? What is the leading idea of it?

Answer. The leading idea of his patent is, the vertical tubes, with the water passing through them, placed over the furnace. The Collins steamers have vertical tubes in their boilers, in which the fire goes directly from the grate bars and strikes upon these tubes, whereas in Mr. Martin's boilers the fire goes under the furnace first, then it goes up what we call the back connexion, and then passes through between the tubes.

Question. Was anything further said in this conversation with Mr. Martin in New York?

Answer. I believe that was the extent of the conversation upon that subject.

Question. What position does he hold under the government?

Answer. He is now what they term "chief engineer;" he formerly was "engineer-in-chief."

Question. What are the duties of chief engineers?

Answer. They are appointed around wherever their services are required, either to superintend the construction of a vessel in some place or to go to sea.

By Mr. Ritchie:

Question. Do you mean that Mr. Martin holds the rank of a chief engineer in the steam navy, and he is sent wherever the department chooses to send him?

Answer. Yes, sir; he is chief engineer on any steam vessel to which he is ordered.

By Mr. Bocock:

Question. Were your bids in exact conformity with the specifications?

Answer. They were, so far as I thought it possible to make them, but not completely so, because I did not guaranty the amount of coal to be put in the space required. As I previously stated, I did not think it could possibly be done after the machinery was put in. I did not consider the space allotted to be sufficient to carry the coal necessary to work these engines for five days at one thousand horse power.

Question. Do you know whether the bid of the company whose bid was accepted was in exact conformity with the specifications or not?

Answer. No, sir; I was not able to get any information of that kind.

Question. You say that Mr. Martin's boilers have been generally used in the navy; are you able to say whether they have been successfully used or not?

Answer. I am not able to say how far they are successful. But I hear so many reports about them that I am not able to give a satisfactory account of them.

Question. Has your boiler ever been used in the navy?

Answer. It is a similar boiler to the one approved and used generally in the gun-boats in England, only somewhat larger than theirs.

Question. Has it ever been used in the vessels of the American navy?

Answer. I do not know that it has.

Question. Has it been used extensively in the commercial steam marine?

Answer. A boiler similar to it, a very near approach to it, has been used. The particular construction of that boiler is that it is almost entirely composed of round surfaces, whereby a greater amount of strength is obtained from lighter material than can be obtained from flat surfaces of similar material.

Question. Which plan of boiler would cost the most, yours or Mr. Martin's?

Answer. I can build ours to carry the same pressure of steam cheaper than Mr. Martin can his, owing to the surfaces of my boiler being almost entirely round, while his are flat surfaces and have to be stayed very strongly, making additional weight.

Question. I should like to have your opinion as to the relative merits of your boiler and the boiler of Mr. Martin. State the advantages your boiler has over his, and the advantages of his boiler over yours.

Answer. The advantage of my boiler, in the first place, is that it is one of the lightest kind of boilers for strength that can be built. In the next place, they are situated in the ship nearly entirely under the water line, which is an advantage as regards safety against shot; whereas Mr. Martin's boilers stand up above the water line, according to the designs which I am informed they are going to adopt, which subjects the boilers, of course, to much greater risk than if they were below the water line. Then, again, my boilers can be forced up to carry a pressure of steam which I believe would operate in a very detrimental manner upon Mr. Martin's boiler, owing to the fact that the steam generated above the furnaces of Mr. Martin's boilers has to pass up these vertical tubes, displacing the water in these tubes, and leaving it to be replaced partly by steam, the tubes being liable to become over heated.

Then, again, my boilers have horizontal tubes, each one of which can be readily examined and repaired when necessary, without having to run the water and steam out of the boiler in order to do it. In Mr. Martin's boilers, water passing through the tubes, and water being above and below the ends of the tubes, it is impossible to get to them to examine and to repair them, without letting the water all out; and it is very difficult to find the leak, if there is one, for the reason that you cannot see readily the ends of the tubes, and must hunt for some time.

Question. These are the advantages of your boiler over Mr. Martin's. Has his boiler no advantages over yours?

Answer. I did not see any.

Question. Which takes up the most room in the vessel?

Answer. To furnish surfaces to generate and carry the same amount of steam, I consider that my boilers would take up the least room and be less in weight, too. I could carry a pressure upon my boilers which I should consider perfectly dangerous to carry on his boilers, if constructed of the same amount of material.

Question. Which is able to throw the greatest amount of force so as to propel the ship the most rapidly?

Answer. That depends upon the proportion of heating surface to the contents of the cylinder. In regard to the proportion of heating surface put in by Mr. Martin, or his builders, I am not aware. Each engineer adopts his own idea, submitting it to the board.

Question. Do you know when Mr. Martin obtained a patent for his boiler?

Answer. I do not.

Question. Are you very certain that the patent is now in operation?

Answer. I am not certain of that, because I have not asked the question; but my firm belief is, that Mr. Martin has no claim for a patent upon that boiler, but that it is an old invention and can be proved to be old.

Question. Does it come within your knowledge that the successful bidders gave Mr. Martin anything?

Answer. No, sir; I am not aware of anything of the kind.

Question. What was the name of your draughtsman to whom that engineer stated that your bid for the small Philadelphia vessel had not been submitted to the board of engineers?

Answer. Mr. McMillan.

Question. Does he live with you in New York?

Answer. His house is in Williamsburg.

Question. Do you know what the report of the government engineers was in relation to these bids of Reaney, Neafie & Co., of Mr. Norris, and of your company, the "Allaire Works?" Did they decide in favor of either one, or were they equally divided, ruling out your bid, between Mr. Norris and Messrs. Reaney, Neafie & Co.?

Answer. I am not able to give you that information correctly.

Question. In the controversy in the newspapers it was stated that there were four members of the board; that two were in favor of Messrs. Reaney, Neafie & Co., and two for Mr. Norris. But it does not say that any of them decided in favor of your plan. Do you know in regard to that? I am speaking of the board of government engineers.

Answer. We had no report respecting our plan. We do not know what conclusion they came to about our plan.

Question. Do you know anything of the instructions given to the Board of Civil Engineers, whether it was simply to decide between the plans and bids of Reaney, Neafie & Co., and Mr. Norris, or whether it was to consider the general question of all the bids?

Answer. So far as I can glean, only the Philadelphia bids were submitted to that board.

FREDERIC SAUNDERS.

A.

Steam machinery for screw propeller sloops-of-war at the United States navy yards of Portsmouth, New Hampshire, Boston, New York, Philadelphia, Gosport, and Pensacola.

NAVY DEPARTMENT, July 26, 1858.

Sealed proposals, endorsed "*Proposals for steam machinery for screw propeller sloops-of-war,*" will be received at this department until 3 o'clock, p. m., of the eighth of September next, for the complete construction of the steam machinery and appendages, and placing the same on board, for each of the screw sloops-of-war building at the

United States navy yards at Portsmouth, New Hampshire, New York, Philadelphia, and Gosport, in accordance with the following conditions:

The offers must be for a specific sum for putting the whole in successful operation, must include all patent fees, and the department will require a release from the proprietors of any patented article or arrangement used in or about the machinery and must state the time in which the work will be completed, and must be accompanied by the usual guarantee required by law.

The name of the establishment in which the work is to be executed must be stated. The details of the design and arrangement of the machinery will be left with the party whose proposition may be accepted as combining the greatest number of advantages, keeping in view cost, simplicity of construction, readiness of access for adjustment when in operation, and not being subject to derangement in the working parts, it being the object of the department to procure machinery which can develop great power when required, so as to insure high speed for as many days as possible, while at the same time they will be able to propel the vessel at a moderate speed with great economy of fuel, so that long voyages may be performed with one supply of coal.

With this view, the department will expect the bidders to guaranty the results proposed to be accomplished by their plans, and to specify those results under the following heads:

1. The amount of horse power which the engines and boilers will be able to develop for five days consecutively when driven up to their highest capacity, to be measured on board the vessel by the indicator, at the rate of 33,000 pounds lifted one foot high in a minute and to be not less than 1,000 horse-power, and at least eighty revolutions per minute.

The consumption of coals per horse-power per hour must be stated. The pressure in pounds per square inch on the piston necessary to work the engines at the above velocity, the screw being disconnected and the engines without a load, except the line of shafting, must not exceed $2\frac{1}{2}$ pounds per square inch of piston by indicator diagram.

2. The quantity of coal which can be stowed in the ship without exceeding the total weight of 406 tons for machinery, appendages, boilers and water in them, bunkers, tools, square pieces, and coal within the length occupied by the engines and boilers. The boilers to be of iron of the multitubular kind, with brass tubes and with telescopic smoke pipe, and as it is intended to use fresh water in the boilers, a surface condenser of the most approved kind will be required.

The propeller, with the connexions for hoisting it, will be of composition, to be properly proportioned for at least 80 revolutions per minute, and for the immersed amidship section of the vessel.

The pumps, apparatus for ventilating, and appurtenances of all kinds, necessary for the perfect working of the whole, to be of the most approved kinds.

The coal bunkers, shaft passage, two athwartship iron bulk heads, a distilling apparatus for fresh water, from which can be made not

less than 500 gallons per day, and the tools and duplicate pieces necessary and satisfactory for an efficient cruising steam sloop-of-war, must be included in the proposition, and a list of them must be furnished.

The wood and carpenter work, except the boring out the dead wood for the shaft, necessary to adapt the vessel for the reception of the machinery, boilers, and appendages, will be provided at the expense of the Navy Department, and it will permit the use of such facilities as it may have for hoisting the heavy machinery on board.

For the accommodation of the entire steam machinery and the fuel there will be allowed in the body of the ship the entire space under the spar deck, commencing at 15 feet abaft the main mast, and thence extending forward a distance of 50 feet.

Within this space it is expected to carry coal for five days' steaming at the maximum speed.

In the specifications the daily consumption of fuel will be stated; also the weight of the machinery, coal, boilers, water in them, shaft, propeller and appendages, with tools and spare work, all of which must not exceed 406 tons of 2,240 pounds.

The distance from the after side of the mainmast to the after side of the forward stern post will be about 80 feet, and the distance between the forward and the after stern posts will be seven feet. The depth from the load water line to the top of the keel under the propeller will be twelve feet one inch.

The proposal must be accompanied by full specifications and general drawings, having the position of the centre of gravity of the machinery, boilers, &c., marked on them, giving also the capacity of the steam cylinders, pressure of steam, area of foot and delivery valves, and of air-pump and outboard delivery valves, space for steam above the water line of the boilers, the fire and grate surface; also the diameter, pitch, surface, and kind of propeller and other principal points, that comparisons can readily be made.

The terms of payment will be that, when one-half of the materials and labor provided for in the contract shall have been completed to the satisfaction of the department, there will be made a payment of one-third part of the whole amount of the contract. When the whole shall have been completed and ready for erection in the ship a further payment of one-sixth will be made; and when a satisfactory trial of seven consecutive days shall have been made, then a further payment of one-sixth; and when the ship shall have performed satisfactorily at sea for a period of three months, the remaining sum shall be paid. The repairs necessary during this period from defective workmanship or materials will be at the expense of the contractor.

It is to be understood that if the weight and other conditions specified in the contract be not complied with, the department is to be at liberty to reject the whole machinery, the contractor to be at the expense of taking it out of the ship and to refund whatever amount of the contract price may have been paid.

Proposals will also be received at the same time and place for the steam machinery and appendages, and placing the same on board

each of the screw sloops-of-war building at the navy yards at Boston, Philadelphia, and Pensacola, under the specifications and conditions above stated, with variations in the following particulars, viz:

1st. Horse power 750 at, at least, 80 revolutions per minute.

2d. The total weight for machinery, appendages, boilers and water in them, bunkers, tools, spare pieces, and coal, must not exceed 310 tons, of 2,240 pounds each. The length occupied by the engines and boilers will commence 14 feet abaft the mainmast, and thence extend forward a distance of 46 feet.

The distance from the after side of the mainmast to the after side of the forward stern post, will be about 75 feet. The depth from the load-water line to the top of the keel under the propeller will be 9 feet 2 inches.

Steam engine manufacturers who desire to bid can obtain a copy of the section of any one of the vessels, upon making application to the department.

ISAAC TOUCEY,

Secretary of the Navy.

JULY —.

B.

OFFICE OF THE ALLAIRE WORKS.

No. 466 Cherry Street, New York, September 7, 1858.

SIR: The Allaire Works will agree to build and set up on board a sloop-of-war in the port of New York, a pair of horizontal four piston rod steeple engines, with propeller, boilers, fresh water condenser, and all other appendages, and set the whole in successful operation in accordance with the specifications submitted by the United States Navy Department, and bearing date of July 26, 1858, for the sum of one hundred and five thousand dollars (\$105,000.)

Also agree to build the same size and description of engine and place the same on board of either sloop-of-war now building at the United States navy yards at Portsmouth, New Hampshire, or Philadelphia, all to be in accordance with the requirements of the above named specification, for the sum of one hundred and ten thousand dollars (\$110,000.)

Also agree to build the same style of engine, capable of developing 750 horse power, and place the same and put in successful operation on board of either sloop-of-war being built at the United States navy yards at Boston or Philadelphia, and in all respects fulfilling the requirements of the specifications submitted, for the sum of ninety-seven thousand dollars (\$97,000.)

Hon. ISAAC TOUCEY,

Secretary of the Navy, City of Washington, D. C.

NEW YORK, *September 7, 1858.*

SIR: Should the United States government accept either of the propositions for building steam machinery for screw propeller sloops-of-war, as made by the Allaire Works of this city, I do hereby guaranty the execution and faithful performance of such contracts in accordance with the requirements of the law.

HON. ISAAC TOUCEY,

Secretary of the Navy, Washington, D. C.

No. 2.—TESTIMONY OF WILLIAM COCKCROFT.

JANUARY 26, 1859.

WILLIAM COCKCROFT called and examined.

By the Chairman:

Question. What is your occupation?

Answer. I am engaged in the practice of medicine; and also in carrying on the forging of wrought iron work.

Question. Where?

Answer. In New York city.

Question. How long have you been engaged in the latter employment?

Answer. About ten years.

Question. Have you done any work in that line of business for United States vessels?

Answer. We have.

Question. When and for what vessels?

Answer. We have done it in different years; some repairs and some new work. The repairs I could not specify. The new work we have done has been on the Niagara; and also some vessels building at this time, one in New York, one in Philadelphia, and one in Hartford, I think, or east somewhere.

Question. Who built the sloop-of-war Brooklyn—the vessel, I mean?

Answer. Mr. Jacob A. Westervelt, I think.

Question. Who built the engines?

Answer. Pease & Murphy, of the Fulton Iron Works.

Question. Did you apply at any time to get the forging for that engine?

Answer. I either applied, or they applied to me, I am not certain which; but I think they applied to me first.

Question. State your conversation with either of the firm, if you had any?

Answer. When the contract for that vessel was given out—I think there was more than one built at that time, if I mistake not there were two or three at that time—Mr. Wesley Lee, the manager con-

nected with the Reading forge, in Pennsylvania, was on at New York, and was saying around that he had the forging for that vessel to do. He said this before I applied for it; so when I was applied to about it I told Mr. Pease that I did not consider it of any use for me to estimate upon the work, as I understood that it was already given out. He asked me how I knew that. I told him that I understood that Mr. Lee had said so. I asked him if it was so, for if it was so I would not make an estimate for it. He referred me to Mr. Murphy; I saw Mr. Murphy but he evaded a direct answer. However, I agreed eventually to estimate upon the work; but that is all the good it did; I heard nothing more of it.

Question. Who is Mr. Lee?

Answer. He is a gentleman who used to have charge of a forge in New York, so I understand, that made the Niagara shaft that was condemned, and for which we afterwards made a shaft. He then came on and took charge of the Reading forge, of Pennsylvania, owned by Glancy Jones, so I understood.

Question. Did you apply, or were you applied to, to do the forging for the vessel now being built by the Morgan Works?

Answer. I did that work.

Question. Were you applied to, or did you apply, to do the forging for the New York vessel being built by Messrs. Pease & Murphy?

Answer. I was applied to by them; I did not apply to them.

Question. What conversation had you with regard to the matter with them?

Answer. I made it a point to ask the question whether the same had been done as I believed had been done in the case of the Brooklyn. I was referred to Mr. Murphy, and he told me that he wished me to do that work. As regards the Brooklyn, he said he could not help himself; he had to let the forging go elsewhere. I supposed, of course, he meant that he had to let it go to the Reading forge.

Question. Were you applied to by Mr. Quintard, of the Morgan Works?

Answer. I did that work.

Question. For what vessel was that done?

Answer. I think it was done for the vessel being built at Pensacola. I am not certain, but I think that was the one.

Question. Was it for the vessel being built for the Morgan Works, of New York?

Answer. Yes, sir; and we are forging for Messrs. Merrick & Sons, of Philadelphia, who are building a vessel.

Question. Do you know whether there was any application besides yours for the forging for that vessel?

Answer. Yes, sir; there were some other applications.

Question. By whom?

Answer. I think there was one by a forge in Bridgewater, in Massachusetts; another by a forge just out of Boston, called the Boston Locomotive Works; and then I think there was one company in New York applied for it; but I do not suppose Mr. Quintard would let them do it, for they were not competent to do it.

Question. Did the Reading forge apply for it?

Answer. I do not know that they did.

Question. What did Mr. Quintard say, if anything, to you about any application on behalf of the Reading forge?

Answer. We might have had a little private conversation about it after he had given me the work.

By Mr. Groesbeck:

Question. What is the name of your works?

Answer. The Franklin works.

Question. Where are they located?

Answer. New York city, in First avenue, between 25th and 26th streets, running from one street to the other.

By the Chairman:

Question. What did Mr. Quintard inform you about any application that had been made to him either from the Reading works, or from any one on behalf of the Reading works?

Answer. We had a little private conversation; but I would rather be excused from answering the question if the committee will excuse me; I would rather the committee would examine Mr. Quintard, as this was a private conversation, and in some sort sacred. I hope the committee will take into consideration the position it would place me in to answer this question. Mr. Quintard had already given me the work, and any conversation which we may have had, could have had no influence upon that. In the first interview I had with him he told me that he wanted me to do the work. The price was not settled then; we settled it afterwards. He wanted me to do it because the other shops had done their work so imperfectly, while ours had all turned out well. I know of no inducement held out to Mr. Quintard from the department, in regard to giving out this forging. There was not a particle of inducement mentioned in the conversation.

[Question waived for the present.]

Question. What kind of works were the Reading Forge works?

Answer. The same as ours, for the forging of wrought iron work for machinery, shafts, cranks, &c.

Question. Where was it located?

Answer. At Reading, Pennsylvania, I have always understood.

Question. Who was the proprietor of that establishment?

Answer. J. Glancy Jones, I have always understood.

Question. How much work has that forge done for the government?

Answer. A great deal; I do not know how much.

Question. For what vessels?

Answer. I think for all the steam vessels that were built by the government in 1857, except the two that we did; they did some then on four vessels. The crank shaft for the steamer Wabash, made for Merrick & Sons, Philadelphia, proved to be imperfect, and they sent to us to make it for them, and we did so.

Question. Did the Reading forge build the defective crank shaft?

Answer. Yes, sir.

Question. How are your works located in New York city in refer-

ence to the Morgan Works, Allaire Works, and others there? Are they all in the same neighborhood?

Answer. We are on First avenue and Twenty fifth street; the Morgan Works on Ninth street; the Allaire Works and the works of Messrs. Pease & Murphy are on Cherry street.

Question. How far is it from Reading to New York?

Answer. I think Reading is some sixty or seventy-five miles from Philadelphia, and consequently some one hundred and seventy-five miles from New York city.

Question. Did these shafts have to be transported from Reading, by way of Philadelphia, to New York?

Answer. Yes, sir.

Question. In the conversation with Mr. Murphy, in regard to which you have testified, in which you said it was a foregone conclusion in your opinion that you were not to have this work, what reply did he make to you?

Answer. He did not make me a direct answer.

Question. To whom was it that you remarked that it was a foregone conclusion?

Answer. To Mr. Pease. I asked Mr. Pease whether it was a foregone conclusion, and he referred me to Mr. Murphy, and Mr. Murphy evaded giving a direct answer. When this last work in 1858 came up I objected to estimating for it at all, thinking that my estimate would merely be used for other parties; and I would not submit any estimate until I knew whether such work was going on. I told them that I would not estimate if it was a settled thing that I could not get the work. But if it was a fair thing, and the work was to be given to the lowest bidder, I would try. I was referred to Mr. Murphy again. Mr. Murphy was at that time in Washington. He came home again in two or three days, and I went to his office and saw him. I told him that Mr. Pease and myself differed as regarded the price. He said, "Doctor, I want you to do that work." Said he, "The Brooklyn work was not satisfactory, but I could not help myself on that job, but on this I can."

Question. Where were the Brooklyn works made?

Answer. They were made at Reading.

Question. What has become of the Reading forge?

Answer. It has gone where it ought to go; it has broke.

Question. When did it break?

Answer. Just about the time of the letting the last contracts; just before Mr. Jones went away; just about the time he was defeated for Congress.

Question. Did Mr. Quintard, at the time of this conversation, refer to any papers, or show you any papers, upon his table or elsewhere?

Answer. That is the very pith of the question you asked before, if you please. If the committee would excuse me from answering it, not compel me to give them private conversation, I would be very much obliged to them. I will say that it had no reference to any favor that Mr. Quintard obtained thereby.

Question. What is the capacity of your forge as compared with the Reading forge?

Answer. I suppose we do ten times as much as they have done; may be fifty times as much, for aught I know.

By Mr. Bocock:

Question. Do you know of any partiality or corruption in the letting of any of these contracts to anybody for steam machinery, for any of these vessels, ordered in 1857 and 1858?

Answer. I would merely state that I know of nothing of the kind of my own knowledge.

By the Chairman:

Question. Did you ever have any conversation with Engineer Everett in regard to the detention, or the cause of the detention, of the Brooklyn?

Answer. I suppose I have, though at this moment I do not recollect any particular conversation.

Question. Who is Mr. Everett?

Answer. The engineer superintending the vessel being built by Mr. Quintard.

Question. Is he employed by the United States?

Answer. Yes, sir.

Question. What did he say was the trouble with the Brooklyn?

Answer. I do not think he spoke about anything as within his own knowledge. I think likely I may have said to him something like this: "Everett, what is the matter with the Brooklyn?" I think he said, in answer, that there was something the matter with the crank shaft. I think myself that was the matter, but I have never been near it. The other day Messrs. Pease & Murphy asked me if I would make them a crank shaft, and I said no. They did not say what the shaft was for, but I supposed it was for that.

Question. Were Mr. Archbold and Mr. Martin in New York about the time of letting these contracts?

Answer. Yes, sir; I saw them both there.

Question. How long before or after the letting?

Answer. Just about the time.

Question. Where did you see them?

Answer. I saw them both at Mr. Quintard's, and at Messrs. Pease & Murphy's.

Question. Did they make inspection of any other works besides those two?

Answer. I do not know; I would say that I do not know Mr. Archbold to speak to him, but Mr. Martin I do.

Question. How long have you known Mr. Martin?

Answer. About five or six years.

Question. Do you know any thing about the character of his boiler?

Answer. I do not.

Question. Do you know what took place between them at the Morgan works?

Answer. No, sir.

By Mr. Bocock:

Question. What proportion of the work executed under these contracts with the government for steam machinery is let out to such companies as yours?

Answer. That depends upon the capacity of the works taking the contract from the department. The Novelty works, the Morgan Iron works, the Allaire works, are competent to do anything the government could order that is done in my shop. But large forging is a separate branch of the business, and we do that for them. Messrs. Pease & Murphy, however, have not the facilities for this large work that the others have, and put out more of this work. It requires different tools to do this heavy work. Probably there is not a shop in New York like those I have named, that could finish one of these large size crank shafts, like the Niagara shaft, for instance; that could not be finished by any of the shops but ours; that is, they could not take it and go right through with it. It might be partly finished in one shop and partly in another. There is not enough of that work done to make it an object to any one to put up a shop with the requisite tools.

Question. With whom is the contract made for forging; with the government, or those who contract with the government?

Answer. We make our contracts with the engine builders.

Question. Does it come within your knowledge that in making any contract for steam machinery the government or its officers have ever made it a condition that the person taking the contract should sublet the forging to any particular works?

Answer. No, sir, only as regards the Brooklyn; that was my opinion. I have nothing to base that opinion upon except hearsay and the results.

Question. Did the Reading works get any forging under the contracts for vessels ordered in 1858 to be built?

Answer. No, sir.

Question. Did you say that of the vessels ordered in 1857 you did the forging for two contractors, and that the Reading works did the forging for the balance?

Answer. Yes, sir.

Question. How many vessels were ordered in 1857?

Answer. There were five of them, I think.

Question. Has it always been your fortune to make good crank shafts? Have you never made any that failed?

Answer. None have ever failed that we have ever made for the government. We guaranty them to the government ourselves, and are always perfectly willing to guaranty any work that we may do.

Question. Upon whom does the failure of any crank shaft fall; upon the government or upon the contractor?

Answer. The contractor generally agrees to guaranty the work for, say three months; I believe a guarantee for a three months' trip is required now; after that time has passed the risk is upon the government. If any defect exhibits itself before the trial trip is over, it falls upon the contractor.

Question. If a defect existed would it be apt to show itself very soon?

Answer. Yes, sir, in a crank-shaft; we have to cut right into a crank-shaft and take out a solid piece, and if we find the slightest imperfection in the shaft when we cut into it, say as large as my pen-knife would make in this piece of paper, we should probably condemn it, most especially if it came in any important place.

By Mr. Groesbeck:

Question. You say that these Reading Works had none of this sub-letting under the contract of 1858?

Answer. No, sir, the concern was closed then; I think they were sold out by the sheriff; they were closed somewhere along in September.

By the Chairman:

Question. When were these awards made?

Answer. I have understood that they were made on the 12th of September last.

By Mr. Groesbeck:

Question. Do you say that all this heavy work which you did must be sub-let by any of these contractors?

Answer. Yes, sir; there is not a man in any of these works I have mentioned who understands and is competent to make these heavy crank-shafts; I would not give the best man they have got a dollar a day for that purpose, although I pay ten dollars a day to some of my workmen. It is a different branch of the business altogether.

W. COCKCROFT.

No. 13.—TESTIMONY OF MILES CORRYELL, NEW YORK.

JANUARY 29, 1859.

MILES CORRYELL called and examined.

By the Chairman:

Question. What is your employment?

Answer. My employment is that of engineer or superintendent of the Morgan Iron Works, in New York city.

Question. Were you called upon by the Secretary of the Navy to act as one of a board to examine certain proposals?

Answer. Yes, sir.

Question. Is this a correct copy of the communication addressed to you on that occasion?

“NAVY DEPARTMENT, November 29, 1858.

“GENTLEMEN: The department desires you to examine the proposals, &c., which have been submitted by William Norris, esq., and Messrs. Reaney, Neafie & Co., for the steam machinery of the screw propeller sloop-of-war building at Philadelphia by the government

upon Mr. Griffith's plan, and to express, in writing, which of the two is preferable for the proposed purpose.

"I am, respectfully, your obedient servant,

"ISAAC TOUCEY.

"Messrs. Erastus W. Smith, Washington Jones, and Miles Corryell, Washington."

Answer. As near as I can recollect that is a true copy of it.

Question. Did you appear in Washington in response to that letter and act as one of the board?

Answer. I did.

Question. What bids for that vessel were submitted to you for your consideration?

Answer. The two stated here, the bid of William Norris and the bid of Reaney, Neafie & Co.

Question. Was the bid of the Allaire Works submitted to you?

Answer. It was before us.

Question. Was it submitted to you for your action?

Answer. The Secretary of the Navy told us we could say what we pleased about it.

Question. Did you learn why the letter confined your investigation to the two bids?

Answer. The bid of the Allaire Works had been left out by the other boards as not coming within the specifications. We looked over it and found that it did not come within the specifications, and we therefore did not consider it.

Question. Then you confined your consideration to the bids of Reaney, Neafie & Co. and William Norris?

Answer. Yes, sir.

Question. What was the decision of a majority of the board in reference to those two bids?

Answer. It was in favor of Mr. Norris' plan; there were some few modifications suggested.

Question. Do you know whether the plans and specifications of Mr. Norris were, after this, shown to Reaney, Neafie & Co.?

Answer. I do not.

Question. Were they in your presence shown to Reaney, Neafie & Co.?

Answer. They were not.

Question. Who were present at the time your board met?

Answer. None but the members of the board.

Question. After you had acted upon the two applications and bids, what was then done?

Answer. We were politely dismissed by the Secretary of the Navy.

Question. Who received the award for building that vessel?

Answer. I have read in the papers that Reaney, Neafie & Co. got it.

Question. Where are they?

Answer. In Philadelphia.

Question. Where are the works of Mr. Norris situated?

Answer. I believe he has no works.

Question. Where is the firm of Norris & Co.?

Answer. In Philadelphia, I think.

Question. Are the Morgan Works building one of the sloops-of-war of the United States?

Answer. Yes, sir; they are building the engines and machinery for one of them.

Question. What vessel is that?

Answer. The Pensacola vessel, called "the small sloop" at Pensacola.

Question. What do you get for that?

Answer. \$110,000, I believe.

Question. What do you get, in addition, for putting up the engines and machinery at Pensacola?

Answer. That now embraces the whole price, I think.

Question. Were you here at the time that bid was considered in Washington?

Answer. No, sir.

Question. Who came here for your firm?

Answer. No one; I came on afterwards, with one of the principals of the firm.

Question. Is Mr. Quintard in your company?

Answer. He is the principal proprietor.

Question. Was there any correspondence between Mr. Quintard and any one about that vessel?

Answer. All the correspondence was through me.

Question. Did he receive any letters in regard to sub-letting that work?

Answer. No, sir; so far as I know there was nothing of the kind.

Question. Do you know whether the Reading Forge has done any work for your works at any time?

Answer. No, sir; they never did.

Question. Was any request made to your firm, or to Mr. Quintard personally, to give work to the Reading Forge?

Answer. Nothing except the usual solicitations from parties.

Question. What were those solicitations?

Answer. Merely representations from the forge that they were able to do such work.

Question. Who made that representation?

Answer. I think I received a letter from the firm to that effect.

Question. Had you any communication with Mr. J. Glancey Jones?

Answer. No, sir, not that I know of.

Question. Do you know Mr. Jones?

Answer. No, sir.

Question. You know who he is?

Answer. I may know him when I see him, but I have no acquaintance with him.

Question. Where is Mr. Quintard?

Answer. In New York City.

Question. Why has he not obeyed the subpoena in this case?

Answer. I do not know.

Question. Did you know that he had been summoned?

Answer. I did not.

Question. Do you know of any inducements held out by you or any of your firm to induce the giving of this Pensacola contract to you?

Answer. There were no inducements held out; on the contrary, it was very much to our surprise that we got the award; we paid no attention whatever to the matter after we delivered the bids and drawings.

Question. Why were you surprised?

Answer. We had been previously five or six times before the department with good drawings and had received no encouragement; but as we had been solicited, as was customary, to give in a bid, we did so merely as a matter of principle.

Question. Then you had made previous applications to the department and had received no contracts?

Answer. We had.

Question. Who has generally done the contract work in New York city for the government?

Answer. Murphy & Co.

Question. What have been the facilities of the company as compared with those of yours and of the Allaire Works?

Answer. They are nearly as good for building this kind of work.

Question. Which are the larger and better known establishments?

Answer. The Allaire Works and the Morgan Works employ more than double the number of men that Murphy & Co. do; his have the facilities for employing them which they have not.

Question. Are there private establishments in the city of New York now having capacity to build an ordinary sloop-of-war, or to repair one of the sloops-of-war of the United States?

Answer. Yes, sir; there are five or six of them.

Question. Have they docks sufficiently large to receive a sloop-of-war.

Answer. The Allaire Works and Murphy & Co. have very limited dock room. The Morgan Works and the Novelty Works have very fine dock room.

Question. Could you, as an engineer, give us an opinion as to whether the building or the repairing of a sloop-of-war would be done cheaper by contract with private companies than by the government works in the navy yard?

Answer. From what observation I have had I should think it would be less by contract.

Question. What would you say in regard to the repair and equipment of vessels?

Answer. I should think that in the repair of vessels the navy yard would be almost as cheap, because the repairs are generally required to be done in a hurry.

Question. Then you think that for the building and equipment of vessels it could be done more cheaply by private firms?

Answer. Yes, sir; by those which had sufficient dock room and

other facilities to do the necessary work; but in the city of New York there are only two firms that have derricks for putting in boilers; for the others they would have to go to the navy yard to have the boilers put in.

Question. In your judgment, could the repair and the equipment of vessels of the United States be performed by private companies in the city of New York?

Answer. It could, I think.

Question. What is the comparison in the amount of work done by a laborer or a mechanic in the navy yard, and that done by men in private yards?

Answer. I suppose that a navy yard mechanic does about one-half as much as the other.

Question. Are vessels-of-war for other governments built in New York?

Answer. Yes, sir.

Question. To what extent?

Answer. There have been three built in New York, by Webb, for Russia.

Question. How do the Atlantic steamers of the Collins and Vanderbilt lines compare in point of size with the vessels of the United States navy?

Answer. They are of about the same size as some of the government vessels; somewhat larger than some of them.

Question. Would there be any more difficulty in building a government vessel than in building a merchant vessel of the same capacity and tonnage?

Answer. No more difficulty, except that the material for the government vessel must be better and stronger.

Question. You would also require a different equipment, so far as the cannon, &c., was concerned?

Answer. Yes, sir.

Question. What kind of timber is required and used in government vessels?

Answer. Live-oak, and imperishable woods, such as cedar, &c.

Question. Could private firms get this kind of wood with the same facilities and cheaper than the government does?

Answer. I think not; not the live-oak.

Question. Why could not a private firm get live-oak as cheaply as the government?

Answer. The government owns most of the live-oak lands.

Question. Then, if this government should throw open its monopoly in these live-oak lands there would be no difficulty; and it is only because they reserve the lands for their own use that they can get this live-oak more cheaply?

Answer. Yes, sir; and they retain the monopoly also to prevent foreign navies from obtaining this live-oak.

By Mr. Ritchie:

Question. Is not there another difficulty in the way of the private firms, in the amount of material that they would be obliged to keep

on hand, and the length of time they would have to keep it in order to season it properly? Would it not be difficult for a private firm to do that?

Answer. It would.

Question. Would it not be impossible for any private firm to keep that amount of timber on hand that would be necessary for the construction of a government ship, and take their chances of getting contracts?

Answer. I think so.

By the Chairman:

Question. Would there be any difficulty in the government receiving and storing this timber and then furnishing it to contractors to build the vessels?

Answer. No, sir; I suppose not.

Question. This live-oak timber must be of specific sizes, must it not, for the knees and other timbers of a vessel?

Answer. Yes, sir.

Question. When the bids for these vessels were made were they open, so that competing bidders could see them and ascertain the comparative rates bid?

Answer. I should think not, although I do not know. It has been the practice to mail these bids only the evening before, so as to have them arrive just in time for the opening. It has been the custom of the department to take the bids directly to the Secretary upon their being received here.

Question. Do you know of cases where the Secretary has awarded contracts upon higher bids than some which have been made?

Answer. I have heard, but I do not know of any such instances.

Question. Have you the means of knowing, or could you learn?

Answer. A person making inquiries of the Secretary of the Navy could get that information.

Question. Do you not know that the Secretary of the Navy was inquired of whether the bids could be seen after they were made, and the parties were told that they could not be seen?

Answer. I am not aware of that; but that is my impression.

Question. What is your impression?—that the bids could be seen?

Answer. Yes, sir, after the contracts had been made and determined upon, in order that parties might be satisfied that they had been fairly dealt with.

Question. Has the firm of Murphy & Co. any greater capacity and facilities for building engines for government vessels than several other firms in the city of New York?

Answer. Yes, sir, greater than some. I would state that the building of government engines does not require so large a shop as ordinary marine work.

Question. You say they have greater facilities than some. How many firms have superior advantages and facilities to Murphy & Co.?

Answer. Only three.

Question. How many are there with about the same facilities?

Answer. Only two, I believe.

Question. Has any government work, besides this Pensacola vessel to your firm, been given to any other firm in the city of New York, since the 4th of March, 1857, than that of Murphy & Co.?

Answer. No, sir.

Question. Do you know whether there is any relationship existing between any member of that firm and the Secretary of the Navy, or any of the officers in that department?

Answer. I am not aware that there is.

Question. Do you know the firm of Woodruff & Beach, of Hartford, Connecticut?

Answer. I know the members of that firm very slightly?

Question. What capacity have they for building large engines of this character?

Answer. I do not know.

Question. Do you know whether the Mr. Beach of that firm is or is not a nephew of Mr. Toucey?

Answer. I do not know.

Question. Did you ever see any bids or contracts awarded to Woodruff & Beach?

Answer. I have not.

By Mr. Ritchie:

Question. Is there any private firm in the city of New York that would answer the purpose of receiving and discharging the vessels of the United States navy, and fitting them out in the time and manner in which it has to be done in the government service?

Answer. No, sir; the facilities in the navy yard are not to be found elsewhere.

By the Chairman:

Question. Please examine the proposals, and the abstract of proposals for the engines, &c., of the sloops-of-war called for in the specifications of July 26, 1858, and state the proposals for each sloop, and which is the lowest, in your estimation, for each sloop?

Answer. The following, I believe, are the amounts bid, the parties bidding, and the vessel bid for, respectively:

Large sloop at Portsmouth, New Hampshire, 1,000 horse-power.

Morgan Iron Works, New York.....	\$143,000
West Point Foundry.....	136,000
James Murphy & Co.....	135,000
Allaire Works.....	110,000
Novelty Iron Works.....	98,500
Woodruff & Beach, Hartford.....	125,000

Small sloop, Boston, 750 horse-power.

Morgan Iron Works, New York.....	\$110,000
James Murphy & Co., New York.....	107,000
Allaire Works, New York.....	97,000
Locomotive Works, Boston.....	104,000
Atlantic Works, Boston.....	100,000
Woodruff & Beach, Hartford.....	118,000

Large sloop, New York, 1,000 horse-power.

Morgan Iron Works, New York.....	\$137,500
James Murphy & Co., New York.....	130,000
West Point Foundry, New York.....	130,000
Allaire Works, New York.....	105,000
Novelty Iron Works, New York.....	97,000
Woodruff & Beach, Hartford.....	125,000

Large sloop, Philadelphia, 1,000 horse-power.

Reaney, Neafie & Co., Philadelphia.....	\$145,500
Merrick & Sons, Philadelphia.....	102,000
Morgan Iron Works, New York.....	141,000
Allaire Iron Works, New York.....	110,000
Novelty Iron Works, New York.....	98,000
Murry & Hazelhurst, Baltimore.....	110,000
Woodruff & Beach, Hartford.....	125,000

Large sloop, Norfolk, 1,000 horse-power.

Reaney, Neafie & Co., Philadelphia.....	\$152,000
Morgan Iron Works, New York.....	142,000
Novelty Iron Works, New York.....	100,000
Woodruff & Beach, Hartford.....	125,000
Murry & Hazelhurst, Baltimore.....	115,000
C. Reeder, Baltimore.....	94,000

Small sloop, Pensacola, (direct action engines,) 750 horse-power.

Reaney, Neafie & Co., Philadelphia.....	\$153,000
James Murphy & Co., New York.....	127,000
Morgan Iron Works, New York.....	120,000
West Point Foundry, New York.....	118,000
Woodruff & Beach, Hartford.....	118,000
Locomotive Works, Boston.....	115,000
Murry & Hazelhurst, Baltimore.....	100,000

Griffith's sloop at Philadelphia, (geared engines,) 1,100 horse-power.

Reaney, Neafie & Co., Philadelphia.....	\$139,000
William Norris, Philadelphia.....	126,000

And the following are the lowest bids, respectively, for the sloops:

Portsmouth, (Kittery,) large, Novelty Works.....	\$98,500
Boston, small, Allaire Works.....	97,000
New York, large, Novelty Works.....	97,000
Philadelphia, large, Novelty Works.....	98,000
Philadelphia, small, William Norris.....	126,000
Norfolk, large, C. Reeder.....	94,000
Pensacola, small, Murry & Hazelhurst.....	180,000

Question. How much higher was the bid of Woodruff & Beach for the engine and machinery of the Portsmouth vessel than the lowest bid?

Answer. \$7,000.

Question. Are there any other bids between the two?

Answer. There are two bids less than that of Woodruff & Beach—the Novelty Works, \$98,500; the Allaire Works, \$110,000.

Question. Are there any lower bids for the Boston sloop than that of the Boston Locomotive Works; and if so, what are they and by whom?

Answer. The Allaire Works are \$7,000 less, and the Boston Works are \$4,000 less.

Question. Are there any lower bids for the large sloop-of-war in Philadelphia than that of Merrick & Sons; and if so, how many, and how much less?

Answer. There is one lower bid—that of the Novelty Works, New York, \$3,500 less.

Question. Are there any lower bids for the New York sloop than that of James Murphy & Co.; and if so, how many, and how much less?

Answer. The Novelty Iron Works are \$33,000 less; the Allaire Works are \$25,000 less; and Woodruff & Beach are \$5,000 less, and Edward Lynch is \$3,000.

Question. Was there any bid higher than the one accepted, that of Murphy & Co.?

Answer. There is one.

Question. Where is it?

Answer. That of the Morgan Works.

Question. How much higher is it?

Answer. \$7,000.

Question. What is the amount of Murphy & Co.'s bid?

Answer. \$130,000.

Question. Was that bid made under the same specifications as the others?

Answer. Yes, sir.

Question. Do you know whether there was any reason for this award to Murphy & Co.?

Answer. I do not know it positively. There is a reason, though, and a very good one, but I do not know positively what it is.

Question. Was there any lower bid for the Pensacola vessel than that of the Morgan Iron Works?

Answer. Yes, sir, there were four of them; that of the West Point Foundry, \$2,000 less; Murray & Hazlehurst, \$20,000 less; Boston Locomotive Works, \$5,000 less, and Woodruff & Beach, \$2,000 less.

Question. Do you know whether any outside contracts have been given to Murphy & Co., and if so what have they been?

Answer. There have been some. I recollect the case of the Princeton; but that was not a contract altogether.

Question. What other work has been done by them for the government?

Answer. I do not recollect. There has been other work.

Question. How frequently does the government employ that kind of business firms to work for the government?

Answer. Not very frequently

Question. When they do employ firms on open contracts as they are called, whom do they employ in New York?

Answer. Murphy & Co. has heretofore had all that work.

Question. Is that the same firm sometimes called Pease & Murphy?

Answer. I believe so.

Question. Is there any competition for work upon open contract?

Answer. There is not.

Question. Do you know of any reason why these open contracts are given to Murphy & Co. instead of to other parties?

Answer. I do not.

Question. Do you know of any relation existing between Murphy & Co., or any of the firm, and any officer of the government?

Answer. I do not.

Question. Do you know any political or other influence operating to induce the giving of contracts to that firm?

Answer. I do not. I pay no attention to politics; I am engaged in my business as engineer.

Question. Is work done upon open contract done at higher or lower rates than by ordinary advertised contracts?

Answer. They always get higher prices upon open contracts.

By Mr. Bocock:

Question. How much work on open contract has, within your knowledge, been given by the government to Murphy & Co?

Answer. I do not know the amount.

Question. How many cases have there been of work given to them, many or few?

Answer. They have had all of any account that has been given out. There has been a very little work given to a Mr. Faron; but not much.

Question. Do you know why the government lets out work on open contract to a private firm?

Answer. There are many repairs to steam machinery that they are not able to estimate for, and ask for contracts.

Question. You do not exactly understand my question. Why does the government give out these jobs to a private firm instead of having them done in the navy yard?

Answer. It is done to expedite business. I would say that they have given nothing out that they could avoid; they do all they can in the navy yard.

Question. You have spoken of the comparative facilities of these different firms and have said that there were two or three who had more extensive facilities than Murphy & Co. have. Have Murphy & Co. ample facilities for all the work they have undertaken to do for the government?

Answer. They have.

Question. Would the fact of their having greater facilities enable them to do this work any lower?

Answer. No, sir.

Question. In relation to the subject of these bids, can you decide one of several bids to be the lowest simply because the sum named is the lowest, without reference to the merits of the plans submitted by the bidders?

Answer. I cannot.

Question. Might the plans conform strictly to the specifications, and yet vary greatly in their respective merits?

Answer. Yes, sir; they might vary very much.

Question. Are you able, then, upon the view of the data furnished you here, to say that the government was right or wrong in the acceptance or rejection of this or that bid under the specifications of 1858?

Answer. No, sir; I cannot.

Question. You say that the steam machinery of the sloop-of-war being built at the Brooklyn navy yard was let to a firm which bid \$30,000 more than another firm bid for the same work. Is that correct?

Answer. Yes, sir.

Question. Did your company bid for that work?

Answer. Yes, sir.

Question. Was your bid higher or lower than the bid accepted?

Answer. It was higher.

Question. How much higher?

Answer. \$7,000.

Question. Did your company offer to do that work at the lowest price that they thought they could do it at upon the plans proposed by them?

Answer. Yes, sir,

Question. Then upon what calculations could another firm propose to do it for \$37,000 less than your firm proposed?

Answer. They proposed to make less machinery, and submitted plans which were not acceptable.

Question. Do you know General Norris of Philadelphia?

Answer. I do not.

Question. Do you know him by reputation?

Answer. I do.

Question. What is his profession?

Answer. That of locomotive engineer.

Question. What do you mean by "locomotive engineer?"

Answer. I mean that his attention has been directed more to the building of locomotive engines than of any other.

Question. Has his attention been directed at all to the making of steam engines?

Answer. I do not know.

Question. Has he any interest in the firm of Norris & Bro?

Answer. It is said that he has not. He has never publicly assumed any such interest if he really has any.

Question. Has he any works for building steam machinery for engines?

Answer. I believe not.

Question. If he had had a contract for building any of this steam machinery, how would he probably have managed it?

Answer. By sub-letting it.

Question. You have stated that you were on the Board of Engineers appointed to examine the respective bids of General Norris, and Reaney, Neafie & Co., and that you gave the preference to the plan of General Norris?

Answer. I did not; the majority of the board did.

Question. What was your own opinion about it?

Answer. That the plan of Reaney & Neafie was preferable.

Question. Your own opinion, in view of the bids and plans of Reaney, Neafie & Co., and General Norris, is that the Navy Department acted wisely in giving it to Reaney, Neafie & Co?

Answer. Yes, sir.

Question. When these bids are sent in, all in conformity with the specifications, who ultimately decides upon the proper bid to be accepted?

Answer. The Secretary of the Navy, after the report of the board is made to him.

Question. Does the Secretary decide upon his own knowledge, or does he invariably submit the bids and plans to a board of engineers?

Answer. That has been his practice, so to submit them.

Question. Do you know or not whether the Board of Engineers, to whom these bids and plans were submitted, recommended in each case to the Secretary of the Navy the acceptance of that bid which the Secretary in fact did accept?

Answer. I do not know that.

Question. You neither know one way nor the other?

Answer. No, sir.

By the Chairman:

Question. Can you give some opinions upon the plans submitted in September last without seeing the plans and specifications?

Answer. Without seeing the drawings? No, sir.

Question. Can you state which would be the best plans?

Answer. No, sir; there would be two reasons for accepting or declining bids; one would be the question of time, the other would be the adaptability of the plans proposed to the vessel.

By Mr. Groesbeck:

Question. I want you to explain how it is at last that you determine which is the correct bid. For instance, half a dozen bids are submitted to you and all are made pursuant to the specifications, how do you arrive at the lowest *bona fide* bid. Does the amount alone determine which is the lowest bid?

Answer. It does not.

Question. Then what does determine it?

Answer. I would consider that the plan should determine the award of the bid.

By Mr. Bocock:

Question. How is it possible that plans may conform to specifications strictly and yet vary so much in merit?

Answer. Because the specifications cannot describe the whole details of an engine, and it is the detail that makes the perfect machine.

By Mr. Ritchie:

Question. You say that a specification cannot describe all the details of an engine; do the bids pretend to do that, or only to give the main outline?

Answer. The bids and drawings would explain the details of the whole work.

Question. What is the reason that could not be done in the specifications?

Answer. Bids have heretofore been asked of the different establishments in connexion with the best ability they can bring to bear upon the plan and drawings.

Question. I know that; but I wish to have you explain your testimony; I suppose you mean that the department desires to be furnished with the best mode and plan of obtaining a certain given amount of power and speed?

Answer. Yes, sir.

Question. Why are not the details put down in the specifications issued by the department?

Answer. Because it would prevent the bidders from exercising their own judgment as to the best plan of machinery to reach the desired end.

MIRES CORRYELL.

No. 16.—TESTIMONY OF FREDERICK E. SICKELS, NEW YORK.

JANUARY 31, 1859.

FREDERICK E. SICKELS called and examined.

By the Chairman:

Question. What is your occupation?

Answer. I am an engineer and a machinist.

Question. Where?

Answer. I live in West Hoboken, New Jersey; my office is in the city of New York.

Question. Are you acquainted with the particulars of the specifications issued by the Navy Department of the United States for sloops-of-war now building?

Answer. I cannot say that I am. I read them at the time they were issued, but have not read them since. I would not like to trust my memory; it has been so long since.

Question. Do you think it possible to fulfill the conditions required in this specification, [handing witness printed one to examine,] and at the same time construct engines of suitable and practicable size, with a proper and usual amount of room to get around them, and also have sufficient room to get in the necessary amount of coal to run these engines for five days, developing one thousand horse power constantly during that time?

Answer. I would say in reference to that that I should require the section of the ship to be shown me before I could tell. The last clause of this specification says: "Steam engine manufacturers, who desire to bid, can obtain a copy of the section of any one of the vessels upon making application to the department." I should ask for that, and I might be able then to tell.

Question. Could you tell with the advertisement alone?

Answer. I could not of course be certain.

Question. Could you make a bid upon the advertisement alone?

Answer. Not without the section of the vessel showing the shape and size of the ship necessary to enable us to make a bid. This section cannot be given in the advertisement.

Question. Would it be difficult for a practical engineer to make definite proposals under the specifications furnished in this advertisement?

Answer. I do not think there would be any difficulty in making the proposals with the privilege given here of getting a section of the ship.

Question. Are you in any way connected with designing any of the engines now being built for the government?

Answer. I am connected with part of one and all of another.

Question. Which?

Answer. I am connected with designing part of the engines to go into the ship building at Norfolk, and with all the engines going into the ship building at Pensacola.

Question. What boiler do you consider the best adapted for these government vessels?

Answer. As a matter of opinion I should say—I can only say what kind of a boiler I put into this ship—that is the horizontal tubular boiler. I believe that to be the best one for these vessels. If I were allowed unlimited latitude in designing engines for a ship I should take the locomotive boiler for the purpose of generating steam; but with the limits placed upon us here where they take in guns, &c., I should take the horizontal tubular boiler.

Question. What is the Martin boiler, as it is called?

Answer. That is an upright tubular boiler.

Question. Why do you prefer the horizontal boiler to the Martin boiler?

Answer. I think its heating surface is more efficient.

Question. What objections are there to the Martin boiler?

Answer. The greatest objection that I have to it is—and I do not know that it is a good one, but it is one which has occurred to me—that a vessel-of-war is a thing that should be as safe and certain as possible in the hour of battle, and the upright tubular boilers are liable, as well as the horizontal tubular boilers, to get out of order, while they cannot be as readily repaired and plugged in an emergency. That is the greatest objection I could urge against the Martin boiler when used in a man-of-war.

Question. What practical difficulty occurs in the use and in the repair of the Martin boiler?

Answer. The one which I have suggested is the greatest difficulty. The other difficulties, when the steam is off, I do not consider to be so great.

Question. Then it is more difficult to repair a Martin boiler than a horizontal boiler?

Answer. Yes, sir, when the steam is on and it is in use. It could not be called repairing then, for the tubes are not repaired while the steam is on, merely plugged.

Question. You are designing for the Norfolk and Pensacola vessels, are you?

Answer. I am designing for the valves only for the Norfolk vessel.

Question. Have you been allowed a greater space in the vessel for your engines, &c., than was prescribed by the specification?

Answer. No, sir; I have taken exactly that space. I endeavored to get more, but they refused me.

Question. Why did you endeavor to get more? did you think more space was needed?

Answer. Every builder would prefer more, for the more room you can get the better you can get along. I did not apply officially for more room; I merely asked Mr. Archbold whether he could let me have more room. He said "no," and that was the end of that matter.

Question. Did Mr. Archbold say anything to you about the insufficiency of the room allowed?

Answer. He did not. He said he had got all he could, and could not allow more.

Question. Do you know whether in any of the vessels the space allowed for the engines, &c., has been increased?

Answer. Not of my own knowledge.

Question. Have you heard from any one that it has been?

Answer. I have heard that rumor.

Question. Did you hear it from Mr. Archbold?

Answer. No, sir; I never heard him say so, or I would have insisted upon having more room myself.

Question. Do you consider a pair of engines constructed with only one condenser and one air-pump common to the two engines as safe and as valuable a pair of engines as if they were constructed with air-pump or pumps and a condenser to each engine?

Answer. I should say that, other things being equal, two complete engines would be better than two engines connected in this way; so that one of the engines could be used even when the other was broken down. That is a self-evident proposition I should think.

Question. Did you ever examine any of the plans and propositions for building the engines of the vessels of the government during last summer?

Answer. I saw the plans of the Allaire Works while they were being made; I was having some work done by them, and was up in their draughting office one day and saw their plans upon the board before they were completed.

Question. Was their plan a good one?

Answer. I believe so, so far as I can recollect.

Question. Was it, so far as you can judge now, as good as the plans for the Pensacola vessel?

Answer. I do not think it was; that was my own plan and I would not be likely to give another the preference.

Question. How in regard to the Norfolk vessel?

Answer. I did not plan the engines for the Norfolk vessel, only part of them, and therefore I cannot tell what are the details of that plan.

Question. In what particular do you consider the Allaire Works plan not so good as yours?

Answer. I prefer the condenser that I propose to put in to the one made in the Allaire Works; and I prefer the manner which I have adopted in working the pumps; that is of course an engineering question that you could not get two engineers in the world to agree upon.

FREDERICK E. SICKELS.

No. 19.—GEORGE W. QUINTARD, NEW YORK.

JANUARY 31, 1859.

GEORGE W. QUINTARD called and examined.

By the Chairman:

Question. What is your connexion with the Morgan Iron Works, New York city?

Answer. I am one of the principal proprietors.

Question. Have you done any work for the government under contract?

Answer. We are now doing some work for the government by contract, but it is the first we have ever done.

Question. For what vessel are you constructing?

Answer. For the vessel being built at Pensacola.

Question. What are you building?

Answer. The engines, &c.

Question. Did you, at any time, receive any communication from any officer of the government requesting you, directly or indirectly, to give any portion of the work, for that or any other vessel, to any particular forge, or to any particular company?

Answer. No, sir, I never have.

Question. Did you ever say to any one that you had received such a letter?

Answer. No, sir.

Question. Did you ever receive a letter from any officer of the United States recommending a particular forge?

Answer. No, sir. I was told this, that if I should get work done at a certain place it would be very satisfactory to certain parties; but it did not come from any official.

Question. By whom was you told?

Answer. That I do not remember. It was no one connected with the department; it was some outside party.

Question. Do you not remember who it was?

Answer. It was some time ago; it was last fall, about the time the contracts were given out. I did not take much notice of it, and did not apply to the parties to which they referred. I had nothing to do with it; I did not think it worth noticing.

Question. It was not an officer of the government?

Answer. No, sir.

Question. Have you ever given any work to the Reading Forge?

Answer. No, sir; they have never done a dollar's worth of work for me.

Question. Do you know the character and merit of that forge?

Answer. Yes, sir; I believe they did very good work. I have seen some of their work. They made some for the Novelty Works, and they were very well satisfied with it.

Question. Who generally does the government work in the city of New York?

Answer. James Murphy & Co. have had the most of the government work to do there for the last two years.

Question. Who are now constructing the engines for the vessel being built at New York?

Answer. James Murphy & Co.

Question. Have you been a competing bidder with them for government work?

Answer. We have.

Question. How did your offers for previous work compare in amount with theirs?

Answer. I believe they have generally been higher.

Question. You never received any contract until you received this one?

Answer. No, sir. We have been bidders but have never succeeded in getting anything until this time.

Question. What is the capacity of the Reading Forge (Murphy Works) in comparison with yours for the construction of engines, &c?

Answer. It is not more than one half the size of ours. They employ some 300 men, I suppose from 300 to 400, while we employ from 700 to 800; 400 men would fill the extent of their capacity; we have employed as high a number as 800 men; we are now working 700 men.

By Mr. Boccock:

Question. Was any proposition or suggestion made by you, previous to your obtaining the contract for doing this work, as to the person or company you should get to do your forging?

Answer. There was no proposition of that kind made to me until after we had got the contract. Then a party told me that if we got the work done at Reading it would be very satisfactory to some parties here. None of the government officers themselves ever spoke to me about this matter.

Question. Have you had reason to suspect that your bids have been

heretofore rejected on account of any partiality on the part of the government for certain men?

Answer. No, sir. We have generally been higher in our bids. In almost every case when we have bid the contract has been given to some party who made a lower bid than we did.

By Mr. Groesbeck:

Question. Does the amount of the bid always determine which is really the lowest bid? When you are constructing an engine, for instance, for a vessel, and you desire to procure a certain rate of speed and a certain power, do you not have to look beyond the mere amount of the bid to determine which is really the lowest?

Answer. Yes, sir. The simple amount has very little to do with it. The plans are what we decide upon in the first place. A board of engineers is appointed to decide upon and examine the plans and specifications. They examine the plans and if one of them is more satisfactory than the rest they award the bid to that one, I suppose.

Question. Suppose, if you please, that the government is undertaking to construct a vessel for speed upon an improved plan, an improvement upon the plan adopted by merchant vessels, can they furnish specifications in that detail which will enable everybody to bid exactly alike for the same thing; or do they seek to obtain the advantage of the skill and genius of the bidders also, to combine that with the various amounts in the bids they invite?

Answer. That is their object, and they invite proposals from different shops?

Question. The department furnishes bidders with certain specifications, do they not?

Answer. They say about what speed they want to get, and the space they will allow, and then they want the shops to furnish the plans that will give these results.

By Mr. Bocock:

Question. What boiler do you generally use?

Answer. For the ship we are building we use the Martin boiler.

Question. What is your opinion of the different boilers in use now?

Answer. I think that for a government ship the Martin boiler is as good a boiler as you can have; it takes up less room, is as economical as any, and is more easily got at for repairs.

Question. Do you have to pay Mr. Martin anything for the use his boiler?

Answer. His fee for each boiler used is \$750.

Question. Did you agree to pay him that?

Answer. Yes, sir.

Question. Has he a patent for that boiler?

Answer. Yes, sir.

By Mr. Ritchie:

Question. How is the Martin boiler as regards exposure to shot in action?

Answer. It is about the same as other boilers; in this sloop for which we are building it will come above water line, but there is no other boiler but what would be above water line in these light draught

vessels; in frigates it would be below water line; it takes up less space than any other boiler in use.

By the Chairman:

Question. I wish to call your attention to the second clause in the published proposals, and ask you whether you were not bound under those specifications to name in your bid the kind of boiler you were to use?

Answer. We were called upon to specify the kind of boiler we proposed to use.

Question. Did you name the Martin boiler in your bids?

Answer. We did.

Question. Did you ever use them before?

Answer. We have.

Question. Did you know at the time that Mr. Martin himself was to sit upon your proposals?

Answer. He was not upon the board that decided upon my plans.

Question. Are you sure of that?

Answer. I am.

Question. How do you know that he was not upon the board?

Answer. I know that he was in New York at the time the board was sitting.

Question. What part has he had in supervising the construction of that engine?

Answer. He has nothing to do with it. Mr. Everett is the superintendent.

Question. Who is the superintendent of the New York vessel?

Answer. Mr. Martin.

Question. Why did you include the Martin boiler in your bids?

Answer. Because we considered it the best boiler for the purpose.

Question. Had you any conversation previously with Mr. Martin in regard to the plans and proposals you were about to make?

Answer. Nothing except in regard to his boiler, about the plan he would suggest, then as to what shape he would have his boiler put in.

Question. You consulted with him about that before you made your proposals?

Answer. Yes, sir.

Question. Did you agree with him about the price you was to pay him for the privilege of using his boiler?

Answer. Yes, sir. In all cases we decide beforehand, when we propose to use a patented article, what we will pay for it.

Question. Suppose Mr. Martin had been upon the board making these awards of contracts, would he necessarily have seen your proposal in favor of his boiler?

Answer. Yes, sir.

Question. You express the opinion that he was not upon the board from the fact that he was in New York at the time the board was sitting?

Answer. Yes, sir; I am quite positive he was not upon the board.

Question. Can you ascertain the name of the person who made intimations to you as to the place where you should have this work done?

Answer. It was some one here in Washington, I believe. I think I was stopping at Willard's at the time. It was after the contract had been awarded to me.

Question. How is it that you remember the intimation itself and not the name of the party making the intimation?

Answer. I am not positive, I think I know the party, but I would not like to speak positively about it.

Question. We wish to know the name of the party?

Answer. I think it was a man by the name of Lynch.

Question. What was his first name?

Answer. I do not know what his first name is; he is a man about Washington here a great deal; a short, stout man; he used to be in the coppersmith's business in Brooklyn.

By Mr. Groesbeck:

Question. Do these specifications to you contractors require any amount of speed?

Answer. We are obliged to give a certain number of revolutions. The contract says we shall make so many revolutions with the propeller every minute.

Question. How many?

Answer. Some eighty, I think.

Question. Is not that a very high speed?

Answer. Yes, sir.

Question. You have to guarantee that?

Answer. Yes, sir.

Question. Is not that very high?

Answer. Yes, sir; sixty turns a minute is the usual speed; but it depends upon the pitch you give the propeller; you can make it turn one hundred and fifty times a minute, for that matter.

By Mr. Bocock:

Question. Do you know anything of the merits of the boiler proposed to be used by the Allaire Works in their bids?

Answer. I do not. Mr. Saunders told me at the time what kind of boiler he proposed to use, but I have never seen his plan, and do not know what it is. I think he proposed to put in a number of boilers, of cylinder boilers.

Question. Do you know whether that plan of boiler has been tried or not?

Answer. I do not know anything about his plan, merely what he told me.

Question. Did you bid for the steam machinery of the vessel being built at New York?

Answer. Yes, sir.

Question. Did you get that contract?

Answer. No, sir.

Question. Who did get it?

Answer. James Murphy & Co.

Question. Was your bid, according to your plan, considered by you to be a reasonable one?

Answer. I considered it reasonable.

Question. In your opinion could that machinery have been built on an eligible plan for \$37,000 less than you bid?

Answer. I do not think any man could have done it. I think a man would have lost a great deal of money who would have undertaken it at that rate.

Question. Suppose a man had been able to build it for \$37,000 less than you proposed, what would be your idea of his plan? What would be your opinion of the plan for steam machinery that could have been built for such a vessel at \$37,000 less than you proposed?

Answer. I cannot think it would be suitable for the ship.

By the Chairman:

Question. Here is an official copy of the call of the board of engineers, and the award signed by Mr. Martin. I would ask you if you are not mistaken in your idea that Mr. Martin was not one of the board that sat upon your plan?

Answer. I must be mistaken, judging from these papers. Mr. Martin did sit on this board.

Question. I would ask you to look over the names of those parties whose bids Mr. Martin advises the Secretary to accept, and tell the committee whether all of them do not use the Martin boiler?

Answer. That I could not say. I know that some of them do.

Question. Name them.

Answer. Murphy & Co. use it; Woodruff & Beach use it; I think that Merrick & Sons use it; and I know that the Morgan Works use it.

Question. Was there anything in the published specification that would show that the Martin boiler was a pre-requisite to gaining a contract?

Answer. Not at all.

Question. Then a bidder who knew nothing except from the specification would put in the boiler he thought best?

Answer. Yes, sir; I will say that I had no idea that Mr. Martin was sitting on that board.

Question. Was Mr. Martin sitting on that board here when the plans were opened?

Answer. I think I may say I am pretty positive now that he did. I knew he had been upon a board, but I had the impression that it was a previous board. I did not think he was upon the board which decided upon the plan which I submitted. When I submitted my plans I did not come to Washington; I wrote no letters, and had no conversation with any one in regard to it; and the award was made to me, as I supposed, simply upon the merits of the plans I submitted. I never came near the department until after the contract was awarded to me.

Question. Did you make any promises when you did come here?

Answer. No, sir.

Question. Were any inducements held out to you, or recommendations made to you, to give work to any particular work?

Answer. No, sir; the only one was that from Mr. Lynch.

Question. Was this Lynch himself a competent bidder for some of this work?

Answer. I believe he was.

Question. Has he any works for the construction of engines, &c.?

Answer. No, sir; he has none.

Question. Do you know whether he was a successful bidder or not?

Answer. Not to my knowledge.

Question. With what works is he connected?

Answer. I do not know that he was or is connected with any works.

Question. Suppose the contract had been awarded to him, how would he have complied with it?

Answer. I suppose if the contract had been awarded to him he would have made the best sub-contract he could with other parties.

FEBRUARY 1, 1859.

GEO. W. QUINTARD recalled.

By the Chairman:

Question. Who drew your plans for the engines you are now building?

Answer. Mr. Corryell.

Question. Did you consult any engineer in the service of the United States about your plans?

Answer. No, sir; we did not.

Question. Was Mr. Archibald seen in regard to your plans?

Answer. No, sir; he knew nothing about them until they were presented.

Question. Had you any consultation with Mr. Martin, except in regard to his patented boiler?

Answer. I think not; we might have mentioned something else while he was there.

Question. Have you ever employed any of the engineers of the United States at any time as consulting engineers?

Answer. No, sir, not at all; we have had very little to do with the engineering corps.

Question. Did you apply to any member of Congress when you came on here to aid you in getting this contract?

Answer. No, sir.

Question. Had you any conversation with any one about it?

Answer. No, sir; not a word with any one.

Question. When were you on here?

Answer. I was here after the contract was awarded to me—not before.

Question. Who was here for your company?

Answer. No one.

Question. Who was here to explain your plans and specifications?

Answer. There was no one. I had no more idea of getting one of

these contracts than you have. It is the first work we have ever got from the government. We have generally bid, but have never been successful before.

Question. Did you give Mr. Martin your note for the use of his boiler, or what is the nature of your obligation to him?

Answer. We have no obligation yet. It is merely an agreement.

By Mr. Bocock:

Question. Do you supervise yourself, personally, the construction of these works for the governments?

Answer. No, sir; that comes under the management of Mr. Corryell. I attend to the financial department.

Question. Could you now say distinctly that the boiler now being constructed for this machinery is the Martin boiler?

Answer. Yes, sir; it is.

Question. Have Mr. Martin's plans been changed, so far as you know, in the construction of his boiler?

Answer. I do not think there has been any change made in the boiler from the original patent. They put it in different shapes, but that does not alter the plan of the boiler.

Question. Who drew your plans for the machinery and boiler?

Answer. Mr. Corryell.

Question. What office does Mr. Sickles hold in your company?

Answer. He has no connexion with it whatever. I do not know much about him any way.

By Mr. Ritchie:

Question. Do you know whether this Martin boiler is much used in other steam vessels except those of the government?

Answer. The Adriatic has that boiler; the General Admiral, the Russian frigate now being built by the Novelty Works, has it; the Fulton, which I built, has it; and other vessels outside of the navy have it.

GEO. W. QUINTARD.

No. 24.—TESTIMONY OF J. VAUGHAN MERRICK, PHILADELPHIA.

FEBRUARY 1, 1859.

J. VAUGHN MERRICK called and examined.

By the Chairman:

Question. Where do you reside?

Answer. In Philadelphia.

Question. Are you a member of the firm of Merrick & Sons?

Answer. Yes, sir.

Question. What is their business?

Answer. Building steam engines and machinery of various kinds.

Question. What is their capacity to do business in that line?

Answer. We generally employ from 400 to 500 men.

Question. Did you submit to the Navy Department proposals for building the engines of the sloop of war Lancaster?

Answer. We did.

Question. Who were your competitors for that contract?

Answer. I believe the only competitors were Messrs. Reaney, Neafie & Co., of Philadelphia.

Question. What was the amount of your bid?

Answer. The amount of our bid, if I am not mistaken, was \$145,000.

Question. What was the amount of the bid of Reaney, Neafie & Co.?

Answer. I think it was \$137,500.

Question. Then yours was the highest bid?

Answer. Yes, sir.

Question. What board of engineers sat upon these bids?

Answer. The first board of engineers consisted of Mr. Archbold, Mr. Hunt, and Mr. Everett.

Question. What was the decision of that board?

Answer. The award of that board, as I have been credibly informed—

Question. By whom have you been informed? By any officer of the government or any engineer?

Answer. I heard it incidentally through engineers. The award was that two of its members reported distinctly and strongly in our favor; and the other stated that the department could not err in giving the contract to either of the competitors.

Question. What gentleman was in the minority?

Answer. Mr. Archbold.

Question. Was the contract made upon that award?

Answer. It was not.

Question. What was done?

Answer. Another board was called together by the Secretary to decide on the same bids.

Question. Of whom was that board composed?

Answer. Of Messrs. Archbold, Hunt, Gay, and Lawton.

Question. Two of the old board and two new members?

Answer. Yes, sir.

Question. What was the award of that second board?

Answer. One member of the board I believe reported adversely to us, and the other three reported strongly favorable to us.

Question. Who reported adversely to you?

Answer. Mr. Archbold.

Question. In whose favor did he report?

Answer. In the favor of Reaney, Neafie & Co.

Question. To whom was the contract given?

Answer. To Messrs. Reaney, Neafie & Co.

Question. What reason was assigned for making the award to them?

Answer. The reason assigned by the Secretary of the Navy was an excess of weight in our bid, amounting to about eight tons.

Question. Did you have any conversation with Mr. Archbold or with any officer of the Navy Department in regard to this excess of weight?

Answer. I personally did not. But my father, who is the senior partner of the firm, had some conversation with both Mr. Archbold and Mr. Lenthall.

Question. You had none yourself?

Answer. No, sir.

Question. What Secretary presided over these boards?

Answer. Secretary Toucey.

Question. When was this contract awarded?

Answer. About a year ago, in November or December, 1857.

Question. Did you have any conversation with the Secretary in relation to this matter?

Answer. I did not, being absent from the country shortly after the first award was made.

Question. What firm in Philadelphia generally does the work of the government of this character?

Answer. Previous to the awarding of the engines of the Lancaster, all the work of the government had been done by the firm of Merrick & Towne, and by Merrick & Sons, their successors after September, 1849.

Question. During the present administration by whom has this work been done?

Answer. By Messrs. Reaney, Neafie & Co., until the contract was awarded to us for building the engines of the thirteen foot draught sloop-of-war now building in Philadelphia.

Question. Did your firm apply to any member of Congress to influence himself in your behalf?

Answer. No, sir.

Question. Did you have any agent employed?

Answer. We had not.

Question. Who was the agent to procure contracts for Reaney, Neafie & Co.?

Answer. Their accredited agent, the one generally named as their agent, was Mr. William H. Witte.

Question. What has been his official position in the past?

Answer. I believe he was formerly a member of Congress from

Pennsylvania. I only judge of the fact of his being their agent from general report.

Question. Is he generally spoken of and understood to be their agent?

Answer. Yes, sir.

Question. Have you ever heard that report contradicted?

Answer. No, sir.

Question. Who did the forging for Reany, Neafie & Co.?

Answer. I cannot say, except from hearsay.

Question. You do not know of yourself?

Answer. No, sir.

Question. Who prepared your drawings for the work you are now doing for the government?

Answer. I prepared them.

Question. Did you employ any gentleman to assist you in getting that contract?

Answer. None whatever.

Question. Whose boiler did you use?

Answer. Martin's vertical boiler.

Question. Was the use of that boiler specified in your proposals?

Answer. Yes, sir.

Question. What arrangements had you made with Mr. Martin as regards his patent right?

Answer. The general arrangement made with him at a previous period was to pay him ten cents per square foot of heating surface.

Question. How much would that amount to in building the engines for that sloop-of-war?

Answer. About \$790.

Question. When did you pay him according to your agreement?

Answer. We have not yet paid him; if we did pay him it would not be until the time arrived when we had to hand the engines over to the government.

Question. Have you previously used the Martin boiler?

Answer. Yes, sir, in one case, that of the steamer Wabash.

Question. For whom was that constructed?

Answer. For the Navy Department.

Question. Why did you use this boiler in the steamer Wabash and the vessel you are now building, and not in other vessels; in other words, why do you use this boiler in government steamers and not in other vessels?

Answer. We have not had any steamers of any magnitude to build since Mr. Martin's boiler was first brought out except government vessels. It is true that in using the Martin vertical boiler we have to pay the patentee for the right, and we use it in government vessels, other things being equal we should generally prefer the horizontal tubular boiler, for which we pay nothing, and which is perhaps equally as good.

Question. Why did you use the Martin boiler in your proposals?

Answer. We considered that it would give us a specific result in the ship, and, other things being equal, it might aid us in getting the

contract. I do not mean to say that we ever had any intimations that such would be the case, but such was our impressions.

Question. Was that the motive that induced you to put in this Martin boiler in your proposals?

Answer. That was one of the motives, not the only one.

Question. As practical engineers, what advantages, in your opinion, has the Martin boiler over the horizontal tubular boiler?

Answer. One of the advantages it has, as we consider, is that the Martin boiler is more readily cleaned; another advantage is that it is more easily got into the ship into the space where we are allowed to place it; that is to say, the vessel being a narrow vessel, we could make a more satisfactory form of boiler by using Martin's vertical tubular boiler, because it requires less length in proportion to its other qualities, than does the horizontal tubular boiler.

Question. What corresponding objections are there to that boiler?

Answer. One objection is that the draught and the capacity of the boiler for making steam within a given space has been somewhat less; but we believed that that defect could be remedied, not being inherent to the form of boiler, in our opinion, under the plan we have adopted.

Question. Is there anything in the specifications published by the government that would induce you to specify the Martin boiler?

Answer. No, sir, I believe not.

Question. Then you acted upon an idea derived from another source than the specifications?

Answer. Yes, sir.

Question. Did you know that Mr. Martin was to sit upon those bids?

Answer. We did not.

Question. Did you know that he was ordinarily a member of the board for such purposes?

Answer. We did.

Question. Did you know, or do you now know, of any case in which he has, as an engineer of the United States, awarded a contract in which his boiler was not specified as part of the machinery?

Answer. I do not remember any.

Question. Did he sit as a member of the board that determined the bids upon the Lancaster?

Answer. I do not think he was a member of either of the boards in that case.

Question. Would you know who was to be the board of officers until the bids were submitted?

Answer. No, sir, we would not.

Question. When you were preparing your bids you would not know it as a matter of course?

Answer. No, sir, not until the bids were in; at least we have never known it until then.

Question. Do you know any reason outside of the written award for Mr. Archbold's opposition to your bid for the Lancaster?

Answer. None whatever.

Question. Do you know whether or not he was opposed to your bid on the vessel you are now constructing?

Answer. I cannot say whether he was or not. I have understood that the report was unanimously in our favor, and he was a member of the board which made the report.

Question. Are you acquainted with the price of coal in Philadelphia?

Answer. With some descriptions of coal.

Question. What kind of coal do you use?

Answer. We use anthracite coal.

Question. Of a kind suitable for steam vessels?

Answer. Yes, sir.

Question. Do you know what kind of coal the government uses?

Answer. No, sir.

Question. What would be the price and value of coal delivered at the Reading docks in Philadelphia, in large quantities, say 50,000 tons in the course of a year?

Answer. I can only state what we pay ourselves for coal; I believe our contract for coal for the last two or three years has averaged \$4 05 a ton for Schuylkill coal; there are other kinds of coal which are more valuable and better adapted for steam vessels than this, though this is very valuable for steam purposes; the other kinds may be worth from fifty to seventy-five cents a ton more than the kind we use.

Question. Are there any coals inferior to the kind you use?

Answer. Yes sir; we use the Ashland coal which is inferior for steamboat purposes to the Lehigh, Buck Mountain coal, which I consider the best for steam purposes that is sold in Philadelphia; I suppose the difference in the price would be from fifty to seventy-five cents per ton; we generally have between 2,000 and 3,000 tons of coal delivered to us in a year, and \$4 05 a ton is the price we have paid for it for the last two or three years.

Question. Do you know the quality of the kind of coal used by the government?

Answer. I do not.

Question. What are the prices of the lowest and of the highest quality of anthracite coal in Philadelphia?

Answer. Of the description of coal used for steamboat purposes the lump coal is, I believe, chiefly used; the prices of which would I think vary from \$3 75 to \$5 00 a ton depending upon quality.

By Mr. Ready.

Question. Is there any difference made in the price of coal where a very large amount is delivered and where a small amount is delivered, such as you probably purchase?

Answer. Yes, sir, I think there would be; there is a difference between the price we pay for coal and the price paid on retail of fully fifty cents a ton, and I suppose there would be a still greater difference where any large quantity is taken.

By Mr. Bocock.

Question. How much do you use in the course of a year?

Answer. From 2,000 to 3,000 tons.

Question. Not so much as the government uses?

Answer. I suppose not, though I do not know how much government uses. I will state here that the reason urged for awarding the contract to Messrs. Reaney, Neafie & Co., for the slight excess of weight of which I have spoken, was known when the first board sat; so mentioned, I believe, in the first report.

Question. Was any approach ever made to you, directly or indirectly, by any officer of the government to induce you to give any job of work to any outside firm; for instance, the forging of a shaft or anything of that sort?

Answer. I do not think any such approach was ever made to us; I do not recollect of any such attempt.

Question. Was any proposition ever made to you, by any officer of the government, before your bid was sent in, or before the decision upon it was made, in relation to any favor that you were to do for the government?

Answer. Not that I now recollect.

By the Chairman:

Question. Have you ever been applied to by Mr. J. Glancy Jones, as the agent of the Reading Forge, to let any work to that forge?

Answer. No, sir, we have never been applied to by him. We have given a good deal of work to the Reading Forge. We were stockholders in that forge before its failure, and we have always been disposed to favor it to the utmost in our power. I have never been aware that Mr. Jones has ever made any such application to us, or to any one connected with us.

Question. Have you ever sent to the department, or to any agent of the government, recommendations as to your political character, when you applied for government contracts?

Answer. We did not send any.

Question. Do you know of others sending them?

Answer. I know that there were some sent at the time; I say I know it, because it was a matter of common report. I do not know it of my own knowledge, for I never saw any of them; but I understood there were some sent from certain persons in the district where our works were located at the time the Lancaster contract was awarded. But they were got up without any effort upon our part.

Question. Is it not a common thing, in applying for these contracts, for the bidders themselves, or the friends of the bidders, to satisfy the department as to their political opinions?

Answer. It has, I believe, been done within the last two or three years; it has been a common thing; at least, I have understood it to be so. I do not think it has ever been done until within the last two or three years. We have had very long dealings with the government; since 1842 and 1843; we have built a great deal of work for the government, in the building and repairing of naval steamers, and we have never brought any such kind of influence to bear before, as we have always believed that the character of our work was sufficient, without resorting to any such recommendations.

Question. You say that it has been done for a year or two past, not by you, but for you?

Answer. Yes, sir.

Question. Has it been done for other companies?

Answer. I presume it has; I cannot speak for them.

By Mr. Bocock:

Question. What are your party relations?

Answer. They are not of a very decided character, one way or the other. We have never taken a very prominent part in politics, and we have studiously kept from influencing our men in any way. I believe that no member of our firm has ever belonged prominently to the democratic party, but that generally speaking the sympathies of one or two of our firm have been upon the other side. I mean in reference to former times. I believe my father was what was called an old line whig; but neither my brother or myself, who constitute the remaining members of the firm, have ever taken any prominent part in politics. I do not think my father has ever taken any at any time. We have never endeavored to influence our men in any way, one way or the other.

Question. Do you know anything about the politics of Reaney, Neafie & Co.?

Answer. I believe they consider themselves as belonging to the democratic party within the last two or three years.

By Mr. Ready:

Question. Have you any knowledge or information of any gift or payment of money to any officer of the government connected with the letting of the ship building contracts for the purpose of influencing the award of the contracts in favor of particular bidders?

Answer. I have no personal knowledge of anything of the kind.

Question. Have you any information of it?

Answer. I have none. I have heard various reports, but they are flying about constantly, and I do not attach any credibility to them until I hear them authenticated.

Question. Can you specify from whom you have heard any such reports?

Answer. No, sir, I cannot.

FEBRUARY 2, 1859.

J. VAUGHAN MERRICK recalled:

By the Chairman:

Question. I will ask you what change has taken place within the last year or two in the department with regard to the security required when bids are made?

Answer. The custom hitherto, until the last contract made by us, has been for the Navy Department to require the securities to the contract to make affidavit as to the amount of their personal property; but when the last contract was made, the certificate of the navy agent only was required as to the standing, in a pecuniary capacity, of the individuals who were the securities to the contract.

Question. Suppose that, when the contract is complied with, and you have been paid your money in accordance with the contract, it should be found that your guarantees had not been observed; what security has the government for damages?

Answer. It has, in the first place, recourse to us, individually and collectively; and in the second place, by the form adopted by the Navy Department, the securities themselves are parties to the contract.

Question. What changes have been made with regard to the character of the securities—the persons taken as securities?

Answer. I do not know any change as to the persons. The only change which has been made has been as to the mode in which the securities are certified to. Under the old method, they certified to themselves; they went before the alderman and made affidavit as to the amount of their property; but in the last contract the testimony was given by the navy agent.

Question. Not under oath?

Answer. Not under oath in the contract made by us.

Examined by Mr. Groesbeck:

Question. I will ask you whether there is any security upon the part of the government in the manner in which they make payments?

Answer. None whatever, sir. The guarantee partly extends over a period of three months after the handing over of the vessel to the department; and the final payment is not made until that time has been successfully accomplished. In the meantime, if anything fails, from defective material, it must be replaced by the contractor at his own expense.

Question. That is what I referred to. Does the department furnish copies of the contract?

Answer. The department furnishes no copy of the contract at present; but a copy of the contract is given to the supervising engineer, which may be consulted by the parties when they wish.

Question. The total amount is not finally paid until it is known that the contract is complied with?

Answer. No, sir; one-sixth of the whole amount, I think, is the amount left until after the three months have passed.

Examined by Mr. Bocock:

Question. I want to ask you about the Lancaster. Did your bids in that case come up to the specification?

Answer. Not fully, sir.

Question. I wish to inquire particularly as to the weight?

Answer. The weight specified by the department was 240 tons; we could not furnish machinery which we thought suitable at less than 248 tons.

Question. Did you know whether the firm that obtained the contract conformed to the specification as to weight?

Answer. I believe the weight was beneath that allowed by the department. Their engines were much smaller than ours.

Question. They were then within the limits allowed by the specification?

Answer. So their offer indicated. And I would explain here some answer I gave yesterday to a question put to me. I stated the prices of coal delivered to us in Philadelphia was \$4 05 per ton. This includes the cost of cartage from the docks to our establishment.

By the Chairman:

Question. What is the cost of cartage?

Answer. About 20 cents a ton.

J. VAUGHAN MERRICK.

SOUTHWARK FOUNDRY,

Philadelphia, February 5, 1859.

SIR: We have your favor of 3d instant, and, in reply, would state that the testimony of our J. Vaughan Merrick, relative to the price paid by us for anthracite coal is correct, and that the apparent discrepancy between his testimony and that of others may be explained as follows:

1st. As testified by him, we use *Ashland* or *Locust* mountain coal, which is mined by one or two concerns, is a monopoly, and being peculiarly fitted for *foundry* or *melting* purposes, is generally not subject to the market fluctuations of other coals as good, or better, for steamboat purposes.

2d. As testified by him, the price named, \$4 05 per ton of 2,240 pounds, includes haulage from the wharves, which is worth twenty-five cents per ton (and not twenty cents, as he stated.)

3d. The contract made by us is, that the coal shall be delivered day by day as wanted, and paid for "on time," from delivery, and not in cash. Hence, the dealer must in his price allow for wharfage and loss of interest. It must also be perfectly free from slate or dirt, and has to be *screened* on the wharf. These items of interest, wharfage and screening, add at least twenty-five cents per ton to the price delivered on the wharf. You will therefore observe that the price \$4 05 at our works is equal to \$3 50 or \$3 55 delivered on the wharf.

Finally, we would remark that there are other anthracites, softer and more free-burning than *Ashland*, which are therefore better for steamboat coals. But the *Ashland* being fitted peculiarly for *melting iron*, ordinarily commands from twenty to thirty cents a ton more than the other kinds.

Mr. J. V. Merrick did not enter into these explanations, because, the purchase of coal devolving on another member of the firm, he was not fully conversant with them.

We are, respectfully, your obedient servants,

MERRICK & SONS.

Hon. JOHN SHERMAN,

Chairman Committee of Inquiry, &c.

No. 47.—TESTIMONY OF S. S. LEE, U. S. N.

FEBRUARY, 7, 1859.

S. S. LEE called and examined.

By Mr. Bocock:

Question. What is your present official position?

Answer. Commander in the United States navy.

Question. What duties are you now engaged upon?

Answer. I am here on duty connected with the Bureau of Ordnance and Hydrography.

Question. How long have you been here?

Answer. I have been in the city for some months; but I have only been attached to the bureau since the 17th of January last.

Question. Where were you employed before you came on here to this city?

Answer. I was on leave of absence from the first of July last.

Question. Where were you before that time?

Answer. I was attached to the Philadelphia navy yard.

Question. What were your duties there?

Answer. I was commander there; and when Commodore Stewart, the commandant of the yard, was absent, his duties devolved upon me.

Question. What was the general management of that yard in regard to efficiency and despatch while you were attached to it?

Answer. It is my opinion that if the yard was more under the control of the commanding officer we could get along with much less labor and expense, and I think we could manage things more judiciously for the interests of the government.

Question. In what particulars ought he to have more of the control and management of the yard?

Answer. I do not think the commandant of the yard has sufficient authority, but it is vested in the hands of the constructor and the master workmen. I mean by that that the constructor and the master workmen have the selecting of the men, the regulation of the compensation, and the fixing the number to be taken into the yard.

Question. And you think that power ought to be more under the control of the commandant of the yard?

Answer. I think so. I think if it was, we could at all times reduce the number of those employed in the yard.

Question. Do I understand from that that you consider that the number of workmen while you were in the yard was too great for the amount of work done?

Answer. Yes, sir; at times.

Question. At what times? About election times?

Answer. Yes, sir; whenever a general or local election was coming on there was always a greater pressure upon the yard to take in men.

Question. Upon whose recommendation were men taken in?

Answer. For instance: if men were wanted in a particular department they were selected by the master workman of that department, who made out a list of the names, with the amount of wages attached.

The list was then taken to the naval constructor for his signature; if he signed it, it then went to the commandant to be approved and signed by him, so that their names might go on the books of the yard in order that they might receive their wages.

Question. Upon whose recommendation did the master workmen and the naval constructor select the men thus appointed?

Answer. I do not know; because, being in the executive office of the yard, I never found out about those matters; but I noticed that the pressure was always greater at the time of election, and that more men were always taken into the yard then.

Question. Do you know of any times when men were in the yard employed there receiving pay from the government while they really did no work?

Answer. I do not.

Question. Do you know anything about the manner in which the public property has been used there? Has it been judiciously used or not? Do you know of any case of theft or waste of the public property?

Answer. There was no theft of much amount committed while I was there in the yard; I thought that was my particular duty to look out for that; occasionally men were detected in stealing copper.

Question. As executive officer of the yard you looked out for that matter?

Answer. Yes, sir; that came under my special notice to see that everything belonging to the yard was properly cared for.

Question. Who determines the price of articles bought in open market for use in the yard?

Answer. Our plan for obtaining such articles is this: When we want a certain article, if it is not in the yard, a requisition is made upon the naval storekeeper for the article, who draws a requisition upon the navy agent, who proceeds to purchase it. The article is sent up to the yard; we inspect it, and if it is such as we want, in quality and quantity, we receive it, and the commandant of the yard approves and receipts the bill; we have nothing to do with the price, except sometimes in certain cases when we thought the price exorbitant we have returned it to have some understanding about it; and we have frequently returned the articles sent to us.

Question. Who is the examining officer to examine these articles?

Answer. That depends upon where they are to be used; sometimes an officer and the naval constructor, or the constructing engineer, examines them, according to whose department they come under.

Question. Are there not some departments in which the executive officer is the inspector of the article?

Answer. Yes, sir; the rigger's department, the sail-maker's department, and the steam department come under one charge; the latter, however, more in the hands of the engineer. These are not under the constructor at least.

Question. Do you remember any particular time when the number of men excited your notice?

Answer. Generally about the time of the fall and the spring elections we were more pressed to take in men.

Question. Had not the commandant of the yard control over that matter? When a number of men was asked for, how did they get into the yard? When a proposition was made to increase the number of men, what was the course pursued?

Answer. A requisition would come up to the commandant's office, signed by the master workmen of the various departments and countersigned by the constructor, and then sent to the commandant for his approval.

Question. If the men called for were not necessary, could not the commandant refuse his approval?

Answer. He could, I suppose; but under the regulations Commodore Stewart considered that he was not responsible for that; it was in the hands of the naval constructor, where it had been put by the department. The naval constructor was said to be entirely responsible for the number, and the wages of the men. The Commodore, therefore, never took it upon himself to discharge any of the men, or to take on any of them.

Question. Do you know anything about any timber being stored in the yard at Philadelphia about the time that you left there; any timber not receivable under any contract, being stored there by anybody?

Answer. I do not know of any particular timber being stored there at the time; we were all the time taking in timber; but we had a regulation that no timber that had been rejected or refused should be allowed to remain in the yard; that is, it was my plan not to allow a contractor to have his bills approved until he removed all his rejected timber; we found it necessary to adopt some such rule as that, because they would let it remain there and lumber up the yard; it is a regulation of the department or bureau not to approve the bills of these contractors until the rejected timber had been removed.

Question. Do you know of any cases before you left where that regulation was not complied with?

Answer. No, sir; not while I was there; there were several large cargoes of timber being landed just as I left; but I could have no knowledge how much of it would be rejected.

Question. The suggestion you make is to give the commandant of the yard more power and control then; is that the only suggestion you can make as to what would be proper in view of the public interests?

Answer. It is my opinion that if you could place the yard entirely under the control of the commandant, and make him responsible to the bureau at Washington for its proper management, it would be better, and the interest of the government properly taken care of.

By Mr. Ready:

Question. Have you a knowledge of the number of vessels fitted out at the navy yard for two years preceding the time you left there?

Answer. While I was there they despatched a good many vessels; the Wabash was built there and fitted out; the Minnesota; the Sara-

nac fitted out for sea; the Congress was nearly finished; the St. Louis was repaired and sent to sea; the Jamestown was refitted and sent out again; and a number of light vessels, and they had commenced upon the Lancaster. Several light-boats were built and surveying vessels repaired.

Question. Could you make an estimate of the expense of fitting out each one of those vessels, if it had been done by contract with private individuals?

Answer; No, sir; I do not think I could make an estimate of that sort. I do not think they could build cheaper outside than inside, nor could they build as good ships, judging from those which have been built outside heretofore. The Niagara for instance, is not the ship the Wabash is, or the Minnesota; I mean for man-of-war purposes.

Question. Do they perform as much labor in the Philadelphia yard as the laborers outside?

Answer. No, sir, I think not, in proportion to the number. We adopted the ten-hour system as long as they could see to work. It is the regulation that the men should be employed ten hours.

Question. Do not the men work very leisurely during that time?

Answer. I do not think they work as smart as they do outside, in proportion to the number of men; but I think that could be regulated if we could graduate the number of men and have the entire control over them.

Question. I should like some estimate or approximation to the relative value of the work; do they perform one-half or two-thirds as much?

Answer. I should think it more than that; in some of the departments they work very well—there is no fault; in other departments they are too much crowded for the work, and consequently do less for the increased number.

By Mr. Ritchie:

Question. Do you think it possible to do the business of the government in its vessels without a navy yard at the principal points?

Answer. I think not. I do not think you could get the work so faithfully done, and you would not have that control over any outside yard that you can have over your own yard; builders outside would not base the timber; they could not get it beforehand; they could not act upon the expectation of building the ships, and lay up the timber beforehand; I think there would be a great deal of difficulty.

S. S. LEE, *Commander U. S. N.*

No. 48.—CHARLES W. WELSH, NAVY DEPARTMENT.

FEBRUARY 7, 1859.

CHARLES W. WELSH called and examined.

By the Chairman:

Question. What is your position?

Answer. Chief clerk in the Navy Department.

Question. What is your salary?

Answer. \$2,200 per year.

Question. What are your duties?

Answer. Rather general; to prepare the letters for the Secretary, that he may make his decisions upon them; to attend to the details of the office, and to all the small matters that do not require his supervision.

Question. To receive and answer letters for him?

Answer. Yes, sir, I open the mail. All the letters excepting those marked private, or those I suppose to be from his family, I cause them to be distributed to the clerks to whom they severally belong. When any letters require answers, I endorse the answers, or receive directions of the Secretary as to their endorsement, and preserve them on file.

Question. Look at the enclosed letter, and state where you found it?
[See appendix to this deposition.]

Answer. It came from the files of the office this morning, sir.

Question. In whose handwriting is the endorsement upon the back of the envelope to that letter?

Answer. I should say the handwriting of the President.

Question. Are you acquainted with his handwriting?

Answer. Very well, sir.

Question. In whose handwriting is the endorsement upon the letter?

Answer. I think it is that of the clerk of the President, whose name, I think, is McGill. I could not swear to the handwriting.

Question. To whom was that letter referred?

Answer. It was placed on file; no reference was made that I remember.

Question. The copy was furnished from the engineer's department; was it sent to that department?

Answer. I could not say. I do not think that paper was furnished from the engineer's department.

Question. It came with the contracts and papers?

Answer. They were from our office, most of them.

Question. When papers are referred to the engineer's department are they returned to you?

Answer. Sometimes they are and sometimes not. If they are referred to be reported upon, of course they come back with the report.

Question. Please to state what interest you have, if any, in the firm of Murphy, Pease & Co., of New York?

Answer. None whatever.

Question. Did you not receive any money in the course of last summer or fall from them for any purpose?

Answer. No, sir.

Question. Who acted as their agent in procuring the contract for building a vessel at New York?

Answer. That I do not know, sir.

Question. Who acted as the agent of Reaney, Neafie & Co. in that business?

Answer. Mr. Witte, I think, sir; I do not know it of my own knowledge.

Question. Did not Mr. Maclay appear in behalf of Murphy, Pease & Co.?

Answer. I cannot answer that question; I do not know of my own knowledge.

Question. Are you acquainted with any of the members of the firm of Murphy, Pease & Co.?

Answer. I know Mr. James Murphy and his brother, I think. I do not know any other member of that firm.

Question. Were any of that firm here at the time of the contracts last September for either of the sloops?

Answer. I did not see them the last time. I saw them here when the Lancaster was advertised for, when the Brooklyn was advertised for, and also when the Richmond was advertised for.

Question. Who acted for them generally?

Answer. Mr. James Murphy I have generally seen at the department.

Question. State whether you have had any arrangement with Mr. Jones in relation to the Reading Forge, in regard to work.

Answer. No, sir; I did not have any arrangement with him particularly.

Question. Did he apply to you or to the Secretary for work for the forge?

Answer. He expressed his interest in the forge, and said he would be glad to have the forging done there.

Question. Did you receive from him, directly or indirectly, or from any one connected with the forge, any money?

Answer. No, sir.

Question. Did Mr. Jones express any interest in the forge?

Answer. Not interest, but his anxiety for its success.

Question. Did he inform you, in his conversation, whether he was their agent?

Answer. No, sir.

Question. Did he say anything about that?

Answer. He spoke about their getting the forging.

Question. Did he say anything about his interest in their getting the contracts, or about receiving compensation for acting for them?

Answer. No, sir.

Question. Have you, directly or indirectly, received any money, compensation, or gratuity, from any one having business in the navy yard, during your term of office?

Answer. No, sir.

Question. Do you remember the contracts for live-oak made last summer?

Answer. I remember some of them.

Question. Was not the advertisement of last June for bids to furnish live-oak framed in your office?

Answer. I do not think it was. It is very likely Mr. Lenthall may have brought it up and laid it before the Secretary or myself, and it may have been changed or modified in some way there.

Question. Did you at that time know that Mr. Swift had live-oak on hand at the navy yards?

Answer. I do not think I knew it then.

Question. And did not the Secretary know it?

Answer. I cannot answer for the Secretary, sir.

Question. When did you first learn that he had live-oak at the navy yards?

Answer. I think it was after the bids had been received and the contracts prepared and sent out.

Question. You do not know when this information was first communicated to you?

Answer. That business would not come up to my office at all.

Question. Did not Mr. Swift furnish to you or to some one at your office a memorandum of what he had on hand?

Answer. Not to me, sir.

Question. Did you ever see a memorandum of the live-oak which Mr. Swift had in the navy yards the 1st of September?

Answer. No, sir; I do not think I have seen it yet.

Question. Did you ever receive any gratuity or money from Mr. Swift for any purpose?

Answer. I have received presents from him in the shape of wine and cigars, but no gratuity, sir.

Question. Merely acts of social courtesy?

Answer. Yes, sir.

Question. You have received no money or valuables from him?

Answer. No, sir; none whatever.

Question. Your relations with the Secretary are of the most confidential and intimate character?

Answer. Yes, sir, officially.

Question. I wish to obtain from you the precise relationship of Mr. Beach, of the firm of Woodruff & Beach, to the Secretary?

Answer. Mr. Toucey, George Beach, sr., and George Beach, jr., married sisters by the name of Nichols. C. Nichols Beach, of Philadelphia, of the firm of Tyler, Stone & Co., is son of George Beach, sr., by the sister of Mrs. Toucey; Henry B. Beach, of Hartford, of the firm of Woodruff & Beach, is a son of George Beach, sr., by a former wife.

Question. What interest has George Beach, sr., in the firm of Woodruff & Beach?

Answer. I cannot answer that; I do not know.

Question. What is the degree of intimacy between the members of this family and Mr. Toucey?

Answer. I think it is very great; I cannot say of my own knowledge; I have heard Mr. Toucey speak of the family.

By Mr. Boccock :

Question. Can you give us any information with regard to contracts for steam vessels?

Answer. No, sir ; I cannot ; they would not come before me, except incidentally.

Question. When letters of a private character were written to the Secretary, in relation to business, did they go on file?

Answer. No, sir ; if marked private, they did not very often go on file ; in some cases they did, but very seldom.

Question. Do you know of any letter of Mr. Swift to the Secretary last summer of a private character?

Answer. No, sir ; I do not.

Question. How often was Mr. Swift in your office last summer?

Answer. I could not answer that very accurately. He was off and on during the summer ; certainly two or three times here in Washington.

Question. Where did he stay when here?

Answer. At one time he stayed at Willard's, and at another time at the National Hotel, I think ; I would not be positive about it.

Question. Do you file away a copy of letters sent from the office?

Answer. The answer is endorsed in pencil and the clerk copies it.

Question. Do you endorse the letters?

Answer. No, sir.

Question. Do the clerks in any of the offices?

Answer. I think they do.

Question. What is the endorsement upon this letter, already referred to, and whose do you consider it to be?

Answer. The endorsement is as follows :

"William C. Patterson, of Philadelphia, September 13, 1858 ; suggests the importance of awarding the contracts for the machinery of the sloop now being built at the navy yard to Merrick & Sons. So far as he knows, they are the only old-line whigs of any influence in the district in favor of Colonel Florence's re-election ; and with this shop at work full handed, two weeks prior to the election, the result would, he thinks, be placed beyond a doubt."

That I consider to be the endorsement of Mr. McGill, the President's clerk, who endorses the letters to the President which are referred to the department. I think that is his handwriting. I notice that most all the President's letters referred to the department are endorsed in that way.

Question. What degree of intimacy existed between Mr. Archbold

Answer. They seemed to be very good friends.
and Mr. Witte?

Question. Were they together frequently?

Answer. I only saw them in the office ; and I do not think I ever saw Mr. Witte at the office more than once or twice.

Question. You thought their relations intimate?

Answer. I thought they were friendly.

Question. Did you observe anything peculiar in their relations?

Answer. No, sir ; the only times I saw them together would be when one came into my office the other might happen to be there.

The witness, before signing, desires to correct his answer to the question "do you file away a copy of letters sent from the office?" by stating, that press copies of all letters sent from the office are filed; also to the question, "were they together frequently?" (referring to Mr. Archbold and Mr. Witte,) he desires to say, that in my answer, as of record, in which he stated "that I did not think I ever saw Mr. Witte at the office more than once or twice," he must have been misunderstood, for he had seen him at the office very frequently.

CHAS. W. WELSH.

No. 51.—DANIEL B. MARTIN, UNITED STATES NAVY.

FEBRUARY 8, 1859.

DANIEL B. MARTIN called and examined.

By Mr. Bocock:

Question. What is your occupation?

Answer. Chief engineer of the navy.

Question. Where are you stationed now?

Answer. At New York, sir, and at Hartford; I am superintending machinery building at New York and at Hartford also.

Question. How long have you been chief engineer in the navy?

Answer. Twelve years next March or April since my commission was dated.

Question. And how long were you engineer-in-chief of the navy?

Answer. Four years.

Question. By whom were you appointed?

Answer. By President Pierce, sir.

Question. Upon how many boards upon bids or plans have you sat during your term of office?

Answer. I could not name them exactly.

Question. Upon how many since March, 1857?

Answer. Upon one only.

Question. Which was that?

Answer. It was held in August or September; I am not certain which. It was upon the seven sloops.

Question. Do you remember how you decided in relation to these bids or plans in each case?

Answer. I believe I do, sir. I decided in favor of Merrick & Sons for Philadelphia; Murphy & Co. for New York; Woodruff & Beach, of Hartford, for the Portsmouth ship; the Boston Locomotive Works for the Boston ship; the Morgan Iron Works for the Pensacola ship, and partially in favor of Reeder for the Norfolk ship, the latter with some modification of his plan.

Question. How many of the firms in whose favor you decided got the contracts?

Answer. Five; Merrick & Sons; Murphy & Co.; the Morgan Iron Works; Woodruff & Beach; and the Boston Locomotive Works.

Question. Have you a patent for a boiler?

Answer. I have, sir.

Question. When was that patent dated?

Answer. October, 1857.

Question. How many of the plans for this machinery included your boiler? How many in all, successful or unsuccessful?

Answer. I believe all the bidders but two or three had my plan of boiler. I think there were thirteen bidders in all; I could tell the number from my book, and that all but three had my plan of boiler.

Question. Which three were they?

Answer. Murray & Hazlehurst, of Baltimore, the Allaire Works, of New York, and Norris, of Philadelphia.

Question. Was there any plan for the Griffith ship that proposed adopting your boiler?

Answer. Yes, sir; there were some four or five bidders, and pretty much all of them had my plan of boiler.

Question. Did Reaney, Neafie & Co. have it?

Answer. Yes, sir; that is, in the bids at that time. There was another board, but I refer to the bids before the board of which I was a member.

Question. Did you give your opinion in favor of any plan that did not include your boiler?

Answer. Yes, sir; Reeder's, for the Norfolk ship. I made some objections to his plan, but reported in favor of it, with certain modifications.

Question. Did the modifications you proposed include the adoption of your boiler?

Answer. They included a change of that boiler, but gave it the same form, because I wished that form of boiler tested against my own, in order that we might have a chance to see which was best.

Question. Did you make it known to the department that having patented a boiler of your own, it would subject you to the suspicion of bias if you were to sit upon the board?

Answer. Yes, sir; and I requested to be left off the board upon that account; and I was left off of the first board, but I suppose it was thought that I was capable of giving a fair opinion upon the subject, and they concluded to put me on.

Question. When was it?

Answer. When I first left the office of engineer-in-chief.

Question. And when was that?

Answer. It was October 18, 1857, when I was displaced.

Question. To whom did you suggest this objection to sitting upon this board?

Answer. I suggested it to my successor, Mr. Archbold, the engineer-in-chief, to Mr. Welsh, the chief clerk, and to the Secretary of the Navy; I mentioned the subject to all of them.

Question. By whom were you selected to sit upon this board?

Answer. I suppose by the Secretary; I do not know. I only know that I had an order to sit upon the board.

Question. In your opinion you use this language: 'Mr. Reeder's plan

of engines is good and his price satisfactory, but his plan of boiler I cannot recommend; if they were made satisfactory I would recommend him for the Norfolk ship."

Answer. That was not on account of its not being my boiler, but in the way it was arranged; it was the same plan that had been tried in the Princeton and had proved to be a failure. Knowing it to be a failure, I could not recommend it again in that form, but proposed some modifications, which I do not now remember.

Question. What other plan, except Reeder's did you recommend that did not have your plan of boiler?

Answer. No other, sir.

Question. What objection did you have to the plan of the Allaire Works, besides the fact that it did not have your plan of boiler?

Answer. My principal objection to the plan of the Allaire Works was to their boiler; not because it was not mine, but because it was not well proportioned. There were but five cylinders full of steam room in the boiler, so that it would be impossible to get the steamer out of the harbor at the intended speed.

Question. What objection had you to Murray & Hazlehurst's plan, except that it did not have your boiler?

Answer. One principal objection was that his coal was all suspended from the deck. His whole space was taken up with the engines and boilers, and he had his coal suspended from the deck above, hanging over his boilers. There were some other little objections.

Question. Was their original plan finally adopted?

Answer. They got the contract afterwards, but they made an entirely different plan.

Question. What form of boiler did they finally adopt? Was it your plan?

Answer. It was a horizontal tubular boiler. Mine is what is called a vertical tubular boiler.

Question. What objection had you to giving Mr. Norris the contract, under his proposition for the Griffith ship?

Answer. The main objection was to his condensing apparatus, which was so arranged that the condensing water had to be started from a state of rest with a velocity of 800 feet per minute, which it is found impossible for machinery to stand. It would be impossible for the vessel to get out of the river with that machinery. It would break down. Merrick & Sons had the defect of obstructed openings in an engine they built some two or three years ago. They failed before they got out of the river, as I told them they would; although the obstruction in that case was not as great as in this.

Question. How many of the successful bidders used your boiler?

Answer. Five.

Question. What do you get from them severally?

Answer. One dollar per horse power.

Question. What would that amount to?

Answer. For one of the large ships \$1,000; for the small ships it would be \$750.

Question. How has your plan of boiler turned out in practice?

Answer. So far as I have been able to hear it has been the most successful boiler ever got up. The saving in fuel alone has been stated to be 30 per cent.; it occupies one-third less room, and weighs one-third less than any other form of boiler.

Question. Has it ever been adopted in the merchant service?

Answer. Yes, sir.

Question. How extensively?

Answer. In one vessel in which it was tried, after three voyages, it was ruined by the negligence of the engineer. In every other case, which is only three or four other vessels, it has worked very satisfactorily; within a week I have heard from one which has safely arrived out at Calcutta.

Question. Have you any arrangement with the government as to the use of your boiler?

Answer. While in the Navy Department, in order to avoid the imputation of using my own patent and paying my own price for it, I gave notice to the Secretary of the Navy that I would make no charge against the government for any which I might recommend while in that office. That is all the arrangement there was.

Question. How many have been used under that arrangement?

Answer. Eleven, sir. The boiler was used in eleven vessels under that agreement.

Question. Were those eleven engines built at the government yard?

Answer. No, sir; there were five; those for the Susquehanna, the Mississippi, Saranac, Fulton, and Despatch, in which the boilers were changed, besides the six frigates; making in all eleven. In the six frigates it was entirely optional with the bidders to say whether the vertical or the horizontal tubular boiler should be used; but they were to have a certain amount of fire and grate surface, and occupy only a certain amount of room in the vessel, and therefore they took this plan of boiler in preference to the others.

Question. During your stay in the department as engineer-in-chief, did contractors ever pay you anything for your advice?

Answer. Not a farthing.

Question. What plan of boiler is used in the Niagara?

Answer. Mine, sir; and in all the other five frigates.

Question. Who selected your plan of boiler for the Niagara?

Answer. Mr. Murphy, of the firm of Pease & Murphy as it then was, selected it for the Niagara; Merrick & Sons for the Wabash; Anderson for the Roanoke and Colorado; and Mr. Parrott for the Merrimack.

Question. What is the performance, in point of speed, of these government vessels that have employed your boilers; what speed do these six frigates make?

Answer. I have heard of their making 10 knots by steam alone, under the most favorable circumstances.

Question. Is not that a low rate of speed?

Answer. Not for the small amount of power of those ships; it is a very large amount of speed for the power.

Question. How many of those plans that were submitted to you

and others upon this board were drawn by yourself or recommended by you?

Answer. Not one sir,

Question. Were you not consulted by any of these gentlemen in drawing up their plans? By Murphy & Co. for instance.

Answer. A great many asked me questions in relation to certain points about it; Murphy & Co. asked me in regard to arranging their condenser; I looked at their plan of a condenser, and gave some advice about arranging it. During the time the plans were getting up I was most of the time in North Carolina; I think I was there four weeks of the time the advertisements were out. Mr. Murphy's plans were all made when I got back; but the use of surface condensation was a new thing, and he asked me about it.

Question. At what time were you absent?

Answer. I was absent from New York from July 27 to the 25th or 26th of August.

Question. Were you not consulted by letter upon this subject while in North Carolina?

Answer. No sir, not a solitary letter did I receive upon the subject. In regard to furnishing plans I will say, that when the advertisement was first issued, a number of persons desired me to furnish them a plan of my boiler, such as I thought would be suitable for that vessel; and I had a drawing made of which I furnished a tracing to every one that asked me, that was the boiler alone.

Question. How many have you furnished in this way?

Answer. I cannot remember rightly how many there were, some of them might escape my recollection if I were to attempt to enumerate them.

Question. What has been your habit about that? Have you not frequently been consulted about drawings and plans of steam machinery by bidders?

Answer. Not as a general thing by bidders; but a great many people come to me to consult about plans of machinery for different purposes.

Question. Have bidders making out their plans consulted you?

Answer. A year ago last fall a man connected with Woodruff & Beach's establishment (at the time getting out their bids for the Hartford and the Lancaster) came to me and asked my advice about the kind of engine they should use, &c., and I told him that as a government engineer I could not give them any advice. They asked me if I could recommend a draughtsman, which I did.

Question. Did they succeed in their proposals for either of those vessels?

Answer. I was aware at the time that the kind of engine they were going to adopt would not succeed.

Question. Did you sit upon the board to decide it?

Answer. No, sir.

Question. Have you ever been consulted by Reaney, Neafie & Co. in relation to the drawing of their plans?

Answer. No, sir.

Question. Have you given them any aid in any way?

Answer. No, sir; I never was consulted before they got their contract. I have been asked by them about some points since they got their contract in getting out their detailed plans, &c.

Question. What is your opinion of their plan as ultimately adopted by the government?

Answer. I have not seen it, sir.

Question. Did you see Mr. Norris' plan as ultimately arranged?

Answer. I have never heard of its being altered from what it originally was.

Question. Would it have been practicable to attain the speed of twenty knots to the hour?

Answer. No, sir; not half of it.

Question. Have you examined all the plans ultimately adopted by the government, and the prices, in every case except that of Reaney, Neafie & Co.?

Answer. No, sir; only those I have been connected with upon the boards.

Question. There were some one or other of all the plans submitted to you upon the first board, except that of Norris' Griffith ship and the bid for the Norfolk ship. You examined all the others?

Answer. Yes, sir; all the othes.

Question. The particular plan you gave your opinion in favor of was adopted in four out of five cases?

Answer. Yes, sir.

Question. Not the whole five, I think?

Answer. No, sir.

By Mr. Groesbeck:

Question. You say that all but three of the bids had your boiler?

Answer. Upon consideration I find I should have said all but four.

Question. On one occasion you approved the plan of Reeder, which did not have your boiler. In doing that did you condemn other plans which had your boiler?

Answer. Yes, sir; I think I can tell you the names of the bidders, and those that had my boiler upon that ship. The Novelty Iron Works had mine, and I condemned their plan; the Morgan Iron Works had my boiler, and I condemned their plan; Reaney, Neafie & Co. had my boiler, and I condemned their plan; Woodruff & Beach had my boiler, and I condemned their plan.

Question. Was that the case where Reeder bid?

Answer. Yes, sir; I am speaking of the Norfolk ship.

Question. You rejected these other plans, and approved Reeder's with a modification of the boiler, not making it yours.

Answer. Yes, sir. In making the modifications in that boiler I had no idea of making it mine. I was anxious that some vessel should have the old form of boiler to compare with mine. But there was not a plan of boiler proposed, with the exception of mine, that came up to my views of what a boiler should be for a steam ship. They were not properly proportioned.

By Mr. Bocock:

Question. I think I have asked your objection to the plan of the boiler of the Allaire Works?

Answer. Yes, sir. I said that their boilers were not properly proportioned; that they had but five cylinders of steam room in them. There were other objections, but that was the principal reason. I remember that their engineer came before the board, and one of the questions put by the board was whether their bid included everything required to fill the government contract. He said no; it only included what was specified in the specifications. That was one reason.

Question. Did not their boiler have an advantage over yours in being chiefly below the water line, and therefore protected?

Answer. It had an advantage in that respect; but it had another very great disadvantage. They never would have been able to get into it in a case of emergency. The boiler had not sufficient steam room in it, and consequently the water would have gone over into the cylinder, so that the engines could not work. Besides, the boilers were entirely too small for that power. The plan of the Allaire Works had a fire surface of 5,800 square feet, while those of my form of boiler averaged 7,500 feet. Their boilers had five cylinders for the steam, while the others averaged about twenty.

By Mr. Sherman:

Question. Have you any patents for any other parts of steam engines besides the boilers?

Answer. I have a patent on valves—on relieving the pressure from valves.

Question. Was this adopted in the plans submitted?

Answer. I rather think it was, in every proposal excepting one or two.

Question. How much do you receive, or are you to receive, from your patent right for the boiler for the sloops?

Answer. There are two sizes; for the large sloops \$1,000, and for the small sloops \$750. My original price is 15 cents per square foot up to \$500, and 10 cents per square foot after that.

Question. How much do you receive for the valves?

Answer. One dollar per cubic foot of the cylinder. Mr. Murphy's cylinder has 74 cubic feet, coming to \$74, which is about as large as any of them, I think. It would be above the average.

Question. Did you have any correspondence with these bidders about your boilers?

Answer. They wrote for my plan, and for my price for it. I do not know that all these gentlemen wrote to me about the price; for it was a general understanding; every body knew about it.

Question. Did you make any drawings for the machinery of the ship Hartford, contracted for by Harrison & Co., of Boston?

Answer. I furnished them tracings after their contract was made.

Question. How much did you receive for that?

Answer. Five hundred dollars.

Question. Was it not more than that?

Answer. No, sir.

Question. Have you been paid the \$500?

Answer. I have received about half of it.

Question. Was this during the time you were engineer-in-chief?

Answer. No, sir.

Question. When was it?

Answer. Within a year.

Question. Then the money was received by you while acting as a chief engineer in the navy?

Answer. Yes, sir.

Question. Were you upon the board of engineers which sat upon the Hartford?

Answer. No, sir.

Question. Have you made drawings for Murphy & Co.?

Answer. No, sir; not before nor since, excepting for the boiler.

Question. Have you made drawings for Woodruff & Beach?

Answer. I have not.

Question. For the Boston Locomotive Works?

Answer. No, sir.

Question. For the Morgan Iron Works?

Answer. No, sir; for none, excepting for the boiler.

Question. How much have you received for your plans of the boiler?

Answer. Nothing, sir, unless it was adopted, and then I got my patent fees for its use.

Question. You say that the attention of the Secretary, some time after his appointment, was called to the subject of your interest in the boiler?

Answer. That was one of the reasons why I was removed from the office. It was one of the objections against me that I owned patents. I suppose that was the principal thing. The President told me that there was nothing whatever against me personally.

Question. You were omitted from all the boards until September last?

Answer. Yes, sir.

Question. Did you have any conversation with Mr. Toucey about it after that?

Answer. I do not think I did. I had told him that my boiler would be brought before the board, and people would be demurring against it, and requested that I might be left off the board, as I religiously believed (I did then and do now) that mine was the best boiler in existence, and consequently I should be compelled to recommend it.

Question. Did you have any further conversation with him, after you came to Washington?

Answer. No, sir; not after I was ordered to sit upon the board.

Question. Do you know who first suggested your name as a member of the board?

Answer. I do not, sir.

Question. The board were equally divided, were they not?

Answer. I believe they were; but we reported individually, and consequently I cannot remember exactly how each one voted; we all

agreed upon certain plans, and upon others we differed a little in the division.

Question. Was not your opinion adopted in every case?

Answer. I believe it was, sir; I believe you will find that the contracts were given according to my recommendation in every case.

Question. Did you receive a fee from the Light-house Board, or from the Coast Survey, for the use of your patents?

Answer. No, sir.

Question. Did you receive any from James Murphy & Co., at any time?

Answer. I received my fee for the boiler of the Shubrick, from James Murphy & Co.

Question. Did you receive any other fee from them?

Answer. No, sir; not a farthing.

Question. What fees have you received?

Answer. The patent fee upon the boilers of the Shubrick, the Brooklyn, the Lancaster, and a portion of the fee upon the Hartford; the balance I suppose I shall receive when the balance of the payments are made; these are the only vessels I have received a fee upon.

Question. Have not Murphy & Co. actively endeavored to induce other contractors to pay you a patent fee?

Answer. If they have, it was without my knowledge; I believe Mr. Murphy told me some four or five months ago, after I left the office of the engineer-in-chief, that he wrote a letter to different contractors proposing something or other in my behalf; it was entirely unsolicited by me; after the thing had transpired he mentioned that such was the case; it was to be a present of something or other to me for the manner in which I had attended to my business, &c.

Question. Did you ever disavow that letter, or complain of it?

Answer. No, sir. I never saw the letter.

Question. Have you complained of those persons to whom the letter was addressed, and who did not respond to it, as being illiberal?

Answer. I do not know that I have.

Question. Have you ever received patent fees from any other than government vessels?

Answer. No, sir, I have not.

Question. Has not the mail steamer Fulton, of New York, a pair of your boilers?

Answer. It has. The engineer spoiled them upon the first three voyages; and as I had given the engineer when he went there a recommendation to the employers, they seemed to think it was my fault that the boilers were injured.

Question. Does anybody in England use your boilers?

Answer. Not that I am aware of.

Question. Do not the large majority use the horizontal tubular boiler?

Answer. Yes, sir, a large majority of them.

Question. Do not the steamers of this country use the horizontal tubular boiler?

Answer. Very few, sir.

Question. Have you not opposed its introduction into the United States naval steamers?

Answer. I do not know that I have. I put one myself into the Water Witch at this yard.

Question. As a member of the several Boards of Engineers to which you have belonged, have you ever reported in favor of any plan containing boilers different from your own.

Answer. In these six frigates I reported in favor of the plan which left it optional to use my boiler or the horizontal tubular boiler in the Niagara, the Roanoke, the Colorado, the Merrimac, and the Wabash; the Minnesota was built under my supervision in this very yard.

Question. Was it not understood that your boiler was to be used in them?

Answer. No, sir. They proposed my plan of boiler, almost all of them; but it was left optional with them to see whether they should use the horizontal or the vertical tubular boiler. These are the only vessels, I believe, that I have sat upon excepting these seven.

Question. Did the Secretary ever request you to assist Woodruff & Beach in preparing their plans?

Answer. No, sir.

Question. Did not he request you to aid or assist them?

Answer. He never requested me in words. He never has said anything to me about that.

Question. Has he ever conversed with you about Woodruff & Beach?

Answer. When I laid this report before him he was talking about all these plans, and he mentioned Woodruff & Beach's plan, I do not recollect that he said anything in particular about it; but it is so long since that I do not recollect distinctly.

Question. I wish you to try and remember what was said with regard to Woodruff & Beach's plan.

Answer. I cannot recollect anything in particular what was said at that time about that.

Question. Did he not recommend the plans of Woodruff & Beach to your favorable notice?

Answer. I cannot say that he did. He never said a word about that before the report. I am pretty certain that he had no conversation with me until after that.

Question. Was the relationship of Mr. Beach of that firm to Mr. Toucey, known to that board?

Answer. I do not think that it was.

Question. Were you aware of it?

Answer. I had understood that Mr. Beach was connected with Mr. Toucey's family in some way, but I did not at that time rightly know how it was. I had heard that Mr. Beach was connected with the family in some way.

Question. Have you not spoken to members of Congress seeking compensation from Congress for your patent fees upon certain government vessels?

Answer. Yes, sir.

Question. Have you now a claim before Congress to that effect?

Answer. I have merely asked in a memorial that the government would be as generous with me as I have been with them; that is all.

Question. Have you now a memorial presented?

Answer. Yes, sir.

Question. Asking for compensation for your patent used upon those vessels?

Answer. Yes, sir.

Question. Have you received any letters from engineers upon that subject, commendatory of your plans?

Answer. Yes, sir.

Question. Is Mr. Wood interested in your plan of boiler?

Answer. No, sir, there is no soul interested but my wife and children in my patents.

Question. Have you a letter from him commendatory of your patent?

Answer. Yes, sir.

Question. What sum of money do you ask for in your memorial?

Answer. It amounts to 13,000 and odd dollars. I ask to be paid the same that I charge in the merchant service.

Question. Have you, since you have been engineer-in-chief, or chief engineer, received any sums of money from anybody, either in payment for patents, compensation for services, or as a gratuity, other than those you have already stated?

Answer. Not one farthing, sir.

Question. Have you ever received from James Murphy & Co. any gratuity or compensation in consequence of services rendered?

Answer. The only thing I ever received as a gratuity was in this way: I was walking with Mr. Murphy in the Bowery one warm summer evening, and he stepped into a store to order a white hat, and he ordered two, and directed that one should be sent on to Washington to me; that was the only gratuity, with the exception that I requested Mr. Bartol to procure for me an English book, worth about 75 cents in this country, expecting to pay him for it.

Question. Have you ever received any compensation for your boiler, or for any patent, or for services rendered?

Answer. Not one farthing, with the exception of that for the Brooklyn, Lancaster, the Shubrick, and part of that for the Hartford.

Question. Is not your business as consulting engineer on shore more valuable than your pay as engineer in the navy?

Answer. Yes, sir; I think it is at present.

Question. What is your pay in the navy?

Answer. \$2,000 a year.

Question. You are employed by different parties in consultation?

Answer. Yes, sir, at times.

Question. And received compensation for it?

Answer. Yes, sir.

Question. Has your attention ever been called to the law of Congress, prohibiting the receipt of money for services rendered by an officer of the government.

Answer. No, sir; I do not know that it has. My attention has

been called to one clause in relation to government contracts, saying that no government officer or officers of the government should, in any way or shape, be interested in a contract.

Question. Is that the only provision of law to which your attention has been directed?

Answer. Yes, sir.

Question. Would you consider a contingent interest in a patent fee, in proposals for contracts, as an interest in the contract?

Answer. I should not.

By Mr. Bocock:

Question. Do you remember whether Mr. Norris' bid for the Griffith ship, which went before your board, had any specification as to the time at which it would be completed?

Answer. I think it had not.

Question. Do you remember now how many of the Board of Engineers agreed to recommend the plan of Merrick & Sons, for the Philadelphia ship?

Answer. I believe all, sir.

[Subsequently the witness appeared and made the following statement:]

When the question was put to me whether I had received patent fees outside of the navy, I was confused, and said, no. I should have said, yes; for I received patent fees for the steamer Cestus. Another remark, I was questioned upon my boilers. I have never yet solicited a person to use them, and no person has ever used them except of his own accord; never at my request, in any case.

DANIEL B. MARTIN,

Chief Engineer, United States Navy.

No. 54.—HENRY M. MCGILL, WASHINGTON, D. C.

FEBRUARY 9, 1859.

HENRY M. MCGILL called and examined.

By Mr. Bocock:

Question. What is your official position?

Answer. I am assistant to Mr. Henry, who is private secretary of the President.

Question. What is your business in that position?

Answer. Sometimes opening the President's mail, endorsing letters for him, and recording commissions. I am kept in the office for that purpose.

Question. Do you know anything of that letter? [showing witness the letter of W. C. Patterson to the President, bearing date Philadelphia, September 13, 1858, and which will be found in the appendix.]

Answer. Yes, sir.

Question. Whose endorsement is that on the back of the letter?

Answer. It is mine.

Question. By whose direction was it made?

Answer. By the general direction of the President. I endorse nearly all his letters.

Question. Was there any special direction in regard to that letter?

Answer. No, sir.

Question. I want to know what the custom of the President is when he receives letters referring to business before the executive departments? Do you endorse them as a general thing?

Answer. Yes, sir, I endorse, in fact, nearly all the letters that come to him. I take them in, in the morning about nine or ten o'clock. He reads them over generally, or reads the endorsement on them merely, and directs us to refer them to the departments, navy, war, &c., as the case may be. Sometimes he takes them and marks on the back of the letter a reference to the Secretary. That is the general practice with all the letters.

Question. Is it common for him to make endorsements on the back of letters, referring them to the department to which they relate?

Answer. Yes, sir, very common.

Question. Do you mean to say that it is his custom, whether he approves the recommendation or not?

Answer. Certainly; whether he approves or not, it is a custom of his. My understanding was, when he made that endorsement, that it was merely to draw the attention of the Secretary to the fact that there was such a letter existing.

Question. Do you know anything of that endorsement? [showing witness the endorsement on the envelope, signed "J. B."]

Answer. Yes, sir.

Question. Whose handwriting is that?

Answer. The President's, sir.

Question. Is that the general form of endorsement for letters relating to the heads of the departments?

Answer. Sometimes he uses one form and sometimes another; sometimes it is, "referred to the Secretary of the Interior," &c.; sometimes it is, "submitted to the consideration," and sometimes, "submitted to the attention" of the Secretary. He does not confine himself to any one form.

Question. From your knowledge of his habit in this respect would you be able to say whether that was a favorable or unfavorable endorsement?

Answer. No, sir. I take it he did not mean to be understood one way or the other, from his general habit; it is the same formal reference that he makes with the other letters.

By Mr. Groesbeck:

Question. I would like to ask you whether the President, no matter what may be the character of the letters, destroys them, or is it his practice to send them to the different departments?

Answer. Yes, sir; he sends every letter to the departments, unless it is a silly letter, or a crazy letter. I know further that the President has never interfered with the giving of contracts. I have heard

him express himself to that purpose. Upon one occasion, when a gentleman wrote to get a contract for wood, he directed his private secretary in my presence to write to the applicant and tell him his application should be made to the Secretary, that he never interfered with contracts.

By Mr. Ritchie :

Question. Is the President in the habit of reading the letters addressed to him, or does he rely upon your endorsement of the contents ?

Answer. He generally relies upon the endorsement.

Question. Does he not read these letters at all ?

Answer. Yes, sir ; I suppose he does not let eight out of ten pass him without reading entirely. Some letters he sees from the endorsement that they are immaterial, and then he merely looks at the endorsement. They are letters asking for office, &c., and he merely reads the endorsements.

Question. You do not know whether he read this letter or not ?

Answer. I could not tell ; it has been sometime since ; the endorsement is the 15th of last September. I know it to be his invariable rule, for I have heard him express it—his mind is made up on that point particularly—never to interfere in contracts.

By the Chairman :

Question. Have other letters been sent to the President, to your knowledge, endeavoring to get the award of contracts for political reasons ?

Answer. No, sir, I cannot say that I recollect of any. I recollect of this particularly.

Question. Was your attention called to a letter from Mr. Phillips, member of Congress from Philadelphia, in favor of Mr. Norris, of Philadelphia ?

Answer. I have some slight recollection of it, but I could not state the circumstances.

Question. Do you know whether that letter was referred or not ?

Answer. I could not tell.

Question. The endorsement which you make upon the back embodies the substance of the letter ?

Answer. Yes, sir, I intend to embody the substance in as few words as possible, in order to save the President the time and trouble of reading it.

Question. He then made this other endorsement upon the envelope of the letter ?

Answer. Yes, sir. It was sent with all the other letters ; a messenger seals them up at three o'clock and takes them.

Question. How frequently are letters of this kind, urging political reasons in favor of awarding contracts to individuals, sent to the President ? How common is it ?

Answer. I do not recollect any other case but this one. I cannot speak of my certain knowledge.

HENRY M. MCGILL.

No. 57.—D. B. ALLEN, NEW YORK.

FEBRUARY 9, 1859.

D. B. ALLEN called and examined.

By the Chairman:

Question. Where do you reside?

Answer. In Richmond county, in the State of New York.

Question. Where do you do business?

Answer. In the city of New York.

Question. What business connexion, if any, have you with the Allaire Works?

Answer. I am one of the board of managers of that corporation.

Question. State whether you made proposals to construct the machinery in any of the sloop-of-war now building by the government.

Answer. We did.

Question. What was the amount of your proposal for the machinery for the sloop-of-war building at New York?

Answer. I think it was \$105,000.

Question. To whom was the building of that machinery awarded?

Answer. To James Murphy & Co., as I am informed.

Question. Who are they?

Answer. They are engine builders in New York, doing business, I believe, under the name of Fulton Iron Works.

Question. What was the amount of their bid?

Answer. As I have been informed and believe, it was \$132,000.

Question. Did you write me a letter in regard to this subject?

Answer. I did, sir.

Question. What induced you to make the complaints contained in that letter?

Answer. The belief that favoritism and corrupt influence had operated on those who had made the award for the building of the machinery; such was the general impression.

Question. State what reasons or facts, that you know of, induced you to entertain the belief you have expressed?

Answer. Perhaps, as preliminary to a reply to that question, it might be proper for me to say what induced me, in the first instance, to give any attention to the subject. As one of the managers of the Allaire Works, (an establishment having a large capacity for doing business, and at that time not having much to do,) and believing that we could take one of those contracts at a low figure, situated as we were, I thought that if fairness was exercised in giving out the contracts we might be successful; but, at the same time, I thought that if we were unsuccessful it would be a damage to the concern to be known as competing for a ship and failing every time in our efforts. Therefore the subject came up among us as to whether it would be politic to bid for this ship. Having bid several times before for work and having never succeeded, we finally concluded to make another attempt, and we did so, as I have stated. We bid for the New York, Boston, and Philadelphia vessels. This matter, of course, is talked

of among engine builders, more or less, as different proposals are made, and the subject will be discussed from time to time. As to the giving out of contracts, it was common among them to make the remark that favoritism and improper influences had induced the giving out of these contracts in a particular way, and that unless we could be fortified by similar means it would be next to impossible for us to be successful. After having failed, as we did, in securing these contracts, which we thought it possible for us to obtain, those at New York, Boston, and Philadelphia, I then thought it was my duty to make such inquiry as I could as to the means, if any, that had been used by the successful parties in securing these contracts. I saw our superintendent, who is the engineer of the establishment, and who is entrusted with the active management of the works, and instructed him to make all the inquiries he could upon the subject—Mr. Saunders is the gentleman I speak of now. He did so; and after several days attention to the subject he gave me the information which I embodied in my letter to you.

Question. What is the capacity of the Allaire Works to build engines for sea going vessels, as compared with the Fulton Iron Works?

Answer. Its capacity is larger; considerably larger.

Question. What is the reputation borne by the engines and machinery built by the Allaire Works?

Answer. It would not be becoming for me to say, being one of the parties interested; but I can say what it has done; what its capital is; what are its means of doing business; what number of men we employ, &c.

Question. It would be proper to state the number of engines built at the establishment, and the number of men it employs.

Answer. It is an old establishment, of over 30 years' standing, and has a capital of \$300,000, and large available resources beyond that sum.

Question. How many men does it employ?

Answer. It employs, upon an average, 500 men.

Question. How many engines does it build in a year?

Answer. I am not prepared to state that. Mr. Saunders would be more competent to do that than I am.

Question. How extensively are your engines used in the mercantile marine?

Answer. I think the Allaire Works have built more marine engines, as many at all events, as any other establishment in this country.

Question. When you ascertained that Murphy & Co. had received the contract for \$132,000 and you had been rejected upon an offer of \$105,000, did you then proceed to ascertain what was the difference between your engines; and if so, can you state that difference?

Answer. I cannot state it, except that I made the inquiry of our engineer and superintendent as to the plans and specifications which had been submitted by him to the board of engineers for that ship, and whether the demand of the department was fully answered by our plans and specifications.

Question. What difference was there between your boiler and the boiler proposed by Mr. Murphy?

Answer. As I understood it, his was the Martin boiler and ours was not.

Question. What similarity, if any, was there between the engines proposed by you and the engines proposed by Murphy & Co.?

Answer. That I could not state without going into matters of detail. As I understand it, our plans and specifications fully answered the call of the department.

Question. Had you or your firm any previous correspondence with Martin in regard to the use of his boiler?

Answer. They had, as I understand.

Question. Do you know the purport of that correspondence?

Answer. I am not prepared to state it so fully as some others connected with the establishment could do. I can state my understanding of it, if that is proper.

Question. Did you see the correspondence?

Answer. No, sir; I did not.

Question. Do you know whether the price of the Martin patent was furnished to your firm?

Answer. I know it from being so informed; that is all.

Question. Do you know from members of the firm that they had the price?

Answer. Yes, sir.

Question. They knew what it was?

Answer. Yes, sir.

Question. Did they insert it in their propositions?

Answer. Not that I am aware of.

By Mr. Ritchie:

Question. Have you ever used Martin's boiler in constructing steam engines of any kind?

Answer. Yes, sir.

Question. What is your opinion of it as a boiler. Is it a good one?

Answer. I am not competent to say; I am not skilled in such matters. I can only tell from the information of others.

By Mr. Bocock:

Question. Are you prepared to say that the only difference between your machinery and the machinery proposed by the Morgan Iron Works for the Pensacola ship was in the plan of the boiler?

Answer. I do not think you could have understood me as saying that. I was speaking of the New York ship and Murphy & Co.

Question. Do you say that the only difference between your plan and that proposed by Murphy & Co. consisted in the difference of the plan of the boilers?

Answer. I do not know that I stated that; I stated that there was a difference. As to matters of detail regarding machinery, I do not feel competent to go into that.

By Mr. Groesbeck:

Question. You say that that was one difference?

Answer. Yes, sir. I meant to say that the plan of machinery proposed by us fully answered the call of the department, and that we

conceived that our boilers did likewise; but that our plans did not embrace the Martin boiler, while Murphy & Co.'s did.

By Mr. Boccock:

Question. You say that there was a difference in the plans?

Answer. Of the boilers. Yes, sir.

Question. Was not there a difference in other respects?

Answer. Undoubtedly as to matter of detail in arrangement, but not as to capacity.

Question. Are you an engineer?

Answer. No, sir; I am not.

Question. Are you prepared to decide upon the merits of plans?

Answer. Not skillfully; but as one engaged in the business of steam navigation the last twenty-five years, I have some general ideas on the subject.

Question. Did you comply with the requirements of the specifications in stating the length of time you would require in finishing this work for the government?

Answer. I believe we did. We meant to do so; we were not notified that we had omitted anything. Mr. Saunders came on to Washington for the express purpose of seeing to that. He went before the board of engineers at my request, so that there should be no opportunity for technical advantage over us upon that or upon any other ground; and if any examination was needed by the board he could be there to give it. He told me after he came back that he had seen the board and had made explanations which were perfectly satisfactory to them.

Question. How many engineers were on the board which decided upon these plans and proposals?

Answer. Four or five; I forget the number.

Question. Do you know how many were of opinion that your plan was a good one?

Answer. I do not, for the reason that I understood their action was secret.

Question. They reported afterwards?

Answer. It never came before the public; at all events, I am not aware that it was ever made public; I mean it is not accessible to the public.

Question. You have spoken in your testimony about the general rumor of favoritism controlling these matters; can you give us any knowledge, or any fact in your own knowledge to show that favoritism has controlled the department in regard to this matter?

Answer. I can state this; that Mr. Brotold, who is one of the firm of Merrick & Sons, of Philadelphia, informed me that they were bidders for the Lancaster, a vessel building in Philadelphia.

By Mr. Groesbeck:

Question. Do you know he is one of that firm?

Answer. I believe he is; at all events he is in the establishment; I may be under a misapprehension as to his being a member of the firm.

By Mr. Boccock:

Question. You state in your letter that the Morgan Works got

\$120,000 for building the machine of the sloop-of-war at Pensacola, and \$10,000 for putting the machinery up there?

Answer I understood that the price they bid for the whole job at Pensacola was \$130,000 and they had named that sum, intending \$10,000 for putting the machinery up in Pensacola, after it was built at New York.

Question. Have the Allaire works ever made the steam machinery for any vessel-of-war?

Answer. Yes, sir, for the Harriet Lane, a revenue cutter, and other vessels now in the Paraguay expedition.

By Mr. Groesbeck:

Question. Mr. Saunders states in substance according to my recollection, that he declined to give the guaranty for the contract, because he found he could not put the engine in the space required in the specification. Do you know anything about that?

Answer. I asked him why he did not put in the Martin boiler. If that is more acceptable, that is their business and not ours. He said, because it is impossible to get it within the compass prescribed.

Question. In speaking of his bid he declines to give the guaranty requisite, for this reason?

Answer. This is the first time I have heard that we had an opportunity to make the contract.

Question. Are you a brother-in-law of Horace F. Clark?

Answer. I am.

FEBRUARY 10, 1859.

D. B. ALLEN recalled.

By Mr. Bocock:

Question. You state in your letter to Mr. Sherman that a gentleman "saw a letter written by President Buchanan to the Morgan Works, requesting them to give the forging to the Reading Forge, a concern in which J. Glancy Jones was at the time largely interested." Who was the gentleman who saw that letter?

Answer. It was Dr. William Cockroft; at least he told me so.

I desire to state further in answer to the following query which was made to me yesterday:

"Question. You have spoken in your testimony about the general rumor of favoritism controlling these matters. Can you give us any knowledge, or any fact in your own knowledge, to show that favoritism has controlled the department in regard to this matter?"

I would state now what induced that belief in my mind. The fact that a nephew of the Secretary of the Navy is a partner of a firm who were successful bidders; and the fact that that concern never have before attempted to build a marine engine, and yet were able to get a contract at a higher price than old established competitors. The fact that the government vessels use the Martin boiler, while it is scarcely used in the merchant service, and that the patentee of that boiler, although his pretensions to that right are disputed, was a member of the Secretary of the Navy's board of engineers, and the general fact that the contracts are given to the highest class of bidders and to establishments of an inferior capacity.

D. B. ALLEN.

No. 76.—EDWARD N. DICKERSON, NEW YORK.

FEBRUARY 12, 1859.

EDWARD N. DICKERSON called and examined.

By Mr. Bocock:

Question. What is your residence?

Answer. New York.

Question. What business are you engaged in at present?

Answer. An engineer of the firm of Dickerson & Sickels.

Question. Have you any contract with the government for steam machinery?

Answer. Yes, sir; I have a contract with the government. I have three of them, made in the spring of this last year.

Question. What did you contract to do for the government?

Answer. We contracted to furnish the plans and to superintend the construction of the engines of the Pensacola sloop-of-war, and a part of the engines of the Richmond sloop-of-war, and for the alteration of the engines of the steamer Susquehannah, a side-wheel vessel lying at the port of New York at this time.

Question. Where are you building the engines of the Pensacola?

Answer. At the Washington navy yard.

Question. It has been stated in the papers that you have proceeded sufficiently far in the construction of that machinery to show that it will be a failure. I wish your opinion upon that subject?

Answer. In order that the present condition of the case may be understood, the circumstances under which that contract was made should be stated. Last spring the Secretary of the Navy sent for me one day when I happened to be in Washington upon some business, and said that he was satisfied from the inquiry and examination he had been able to make that there was something wrong in the condition of the steam navy; that he was very anxious to have it improved; he had been investigating the subject as fully as he could to ascertain the difficulties, and he asked me if I knew what the trouble was; why the ships had been breaking down; why there had been failures in the performance of vessels which did not seem to occur in the merchant service. He thought they ought not to occur in the government service, but he had not been able to find out exactly the difficulty. I told him that any statement I could make upon that subject to him would perhaps be of no service, because it might very easily be contradicted by any one interested to contradict it, and that the best way probably was to send to the gentleman who had been the engineer-in-chief of the navy during the last administration, and such other persons as he felt confidence in, who were connected with the service, and in their presence I would tell him just what the condition of the navy was, and the difficulties in its way, in order that they might correct any mistake I might make, and then he would get an understanding of the whole case. I was going from Washington the next day, but at his request I stayed. They kept me here a month nearly, during which time we had several meetings before the

Secretary, in which a very thorough examination was made of the whole subject. The Secretary devoted a great deal of time to it, both in office hours and out of them, for the purpose of informing himself of the real condition of the navy, with a view to its amendment, if possible.

The first proposition that was made was to alter the engines of the *Susquehannah*, about which I understand something has been said here. We proposed to the Secretary that we would alter the engines of the *Susquehannah* at our own cost, if we could be paid one-half the benefit that would result from the alteration, to be tested by the engineers of the navy. I should have been very glad, and should be very glad now, to have that proposition acted upon. The Secretary was very cautious in the investigation of it, and, finally, it was considered settled, I believe, that that should be done. But the Secretary became satisfied that the alterations would make so great an improvement that the one-half the saving would be too much money, and he then settled the contract upon a sum certain. He offered a sum certain, which we accepted, and have so far executed the work that it is nearly ready to start. In respect to the other ships, Mr. Martin, who was the principal actor in it—

Question. The question was, what is your opinion in relation to the engines for the *Pensacola*?

Answer. The engines of the *Pensacola* were contracted for under these circumstances: it was agreed by the engineers that if the American plan of valves, as it is called, could be adapted to propeller engines in the navy, it would be an enormous benefit to the service; it would be an addition of about 40 per cent. to the efficiency of the navy engines. But it was denied, as a matter of fact, that it could be done in fast-moving engines. That was the issue raised between Mr. Martin and myself in that discussion. The Secretary, after hearing all parties about it, and investigating it for some time, believed that we could do it. I told him I did not wish him to give us any credit or faith longer than necessary upon that subject; that we would make a set of valves, which Mr. Martin said could not be run at the rate necessary for these engines, and try them at the yard. If they were successful, then the contract for the *Pensacola* should go into execution; otherwise not. You will find in the contract that clause incorporated. Under that provision of the contract we made the valves; and in place of their running at the rate of 60 turns per minute, which was claimed by Mr. Martin to be a speed which they could not be made to run at, they have run at the rate of 120 turns, and dispelled all doubt upon that subject. The Secretary and others witnessed the running from time to time; they were running during a month, more or less.

That was the only part of the case about which there was ever any question. That was tested; and thereupon the contract for the *Pensacola*, which had been held in abeyance by the Secretary to wait the result of that experiment, was ordered to be confirmed, and we went on with it. That work is in the progress of rapid construction. There is no part of it which presents the least suspicion of

failure or difficulty, either in the forging, the castings, or in the finish. The objections that have been made to it in the newspapers to which you refer, arise, I presume, from the fact that it is establishing a new system of engines in the navy, which will at once put out of use all the plans that have been practiced under the contract system, and, according to which, the new sloops that are being built under contract are to be made. In these new sloops, however, the Secretary has adopted the system of calling upon the contractors to guaranty the result. That is a system he has introduced into the service. If the contractors perform their guaranteed results they are entitled to the money, and richly deserve it; if they do not they are not to be paid. By the old mode the contractors only guaranteed that their engines should be made of cast iron; but now they are called upon to guaranty that their work will accomplish the results they agree to accomplish, or else they will not be paid.

Question. For how long a time does the guarantee last?

Answer. Long enough to establish the capacity of the machine. The faults of a steam engine exhibit themselves in a very short time. If an engine will run for six hours under its full power and keep cool and not slacken its keys, there is no reason why it will not keep running for an indefinite time. The test which is made is long enough to establish the capacity of the machine. The system adopted by the Mr. Secretary Toucey invites the talent of the country to compete, and puts the responsibility upon the contractor; so that whatever they do they do at their own risk; whereas formerly the government took the risk and the contractors got their pay. If the engine performed well it was all right, and if it did not it was all right; they got their money either way.

Question. Have you been well acquainted with the manner in which Mr. Toucey has conducted this business?

Answer. Intimately, for about a year, ever since the commencement of my intercourse with him, which was accidental, for under the old system I never thought of talking to the Secretary of the Navy or to the engineer-in-chief about improvements. I thought the game was blocked up, and that they would go on, one after another, repeating the old errors. It was of no use for anybody to talk to Mr. Dobbin, for he would not listen. It was somewhat to my astonishment, therefore, that Mr. Toucey sent for me. Since he did, and since I have found that he was anxious to make improvements in the navy, I have taken a great deal of pains to furnish all the information I could in every respect; and he has investigated the subject with great care.

Question. What do you think of his diligence and skill in managing these matters?

Answer. Mr. Toucey has astonished me by his ability in these matters, by his capacity to comprehend these difficult physical questions, and by the industry with which he has persevered in learning these things. He has taken the elementary books and studied them, both in his office and at home, so as to become thoroughly acquainted with principles, and has mastered the subject so as not to be imposed

upon by any one who may come to him with projects or offers to contract. I can say that he has become a pretty good engineer.

Question. Do you know anything of the circumstances under which Mr. Martin was appointed upon the board of engineers to examine these proposals and bids in the fall of 1858?

Answer. What are called Martin's boilers were spoken of between the Secretary and myself, and the Secretary told me that Mr. Martin had agreed with the Navy Department to make no charge for any use of them by the department. My opinion was adverse to those boilers. The Secretary investigated the matter, and has ordered a trial to be made to ascertain what might be the relative value of that and of another kind of boiler, by placing one of each sort in the same ship. He wanted to find that out. But he told me that so far as Martin was concerned he was getting nothing for them, and apparently had no pecuniary interest in the question. He acted upon that impression at the time, and was very much astonished afterwards to learn that Martin had made some claim against the contracting parties for compensation. The Secretary was under the impression that I have referred to last summer, when Mr. Martin was put upon the board. There was a very inadequate number of engineers here at the time, and so Mr. Martin was put on with the rest to form a board with other engineers of the navy.

By Mr. Ritchie:

Question. Did the Secretary consult you about appointing that board of engineers?

Answer. No, sir; he did not.

Question. How did you know what he thought about putting Mr. Martin on the board?

Answer. He talked with me in respect to Mr. Martin's connexion with the boiler question. That was the subject of several conversations between us.

Question. Were the conversations in reference to Mr. Martin's appointment upon the board?

Answer. No, sir; they were in reference to the use of his boilers in the navy and his claims, if he ever had any, for compensation. That was the understanding of Mr. Toucey in respect to Mr. Martin's position.

By Mr. Bocock:

Question. As an engineer, are you acquainted with Messrs. Archbold, Hunt, and Wood?

Answer. Perfectly well.

Question. How do they compare, for reputation and skill with the other chief engineers of the navy?

Answer. I think they compare very favorably with any in the navy. Mr. Archbold is certainly a superior man to any who have occupied the post he now occupies since I have known the navy. Mr. Hunt is a man of very large practical experience, and that is a valuable education. Mr. Wood is a man that has thought a good deal, studied a good deal upon engines, and has a very excellent practical and theoretical knowledge of the subject.

Question. Did you contract to supply the steam machinery for the Pensacola, including all parts of it?

Answer. Yes, sir; every part of it.

Question. Where are you making the shafting?

Answer. Down at this yard—the Washington navy yard.

Question. How far have you proceeded?

Answer. The whole of the propeller shaft, and probably one-half of the engine shaft, have been made.

Question. It has been stated that it would be perfectly impracticable to make a shaft at the Washington navy yard of sufficient size and proper qualities for a naval steamer.

Answer. I think that statement will bear this explanation. The government owns the best forge that I know of in the country at present. That forge has been standing at this yard idle, for about three or four years. It was idle until Mr. Toucey set it to work. During this time the shafts for the government ships have been forging at the private forges through the country. The forging of the shaft is the most important part of the whole organization. It is the one in which there is the most difficulty and the most deception. One of these large shafts is forged by welding together pieces of metal, one upon another, hammering them until they become solid. If the shaft is not reliable in emergencies, there is no use in having guns, since you will have no certain means to take your guns within the range of the enemy's ships, and to carry them away again. Now you never can tell whether a shaft is sound or not until it breaks. The private contractor makes a shaft, and that shaft cannot be tested until the accident happens. Time is a great element in forging a shaft. The men must wait idle seven or eight hours for that shaft to heat, and yet they must have their wages. Consequently, there is a temptation not to heat the shaft sufficiently and to hammer it after it gets too cold; and that temptation is almost too great for men doing the thing by contract; whereas it just suits the workmen in the yard to sit idle, and they can sit there and wait until the iron is thoroughly hot, and they will be perfectly willing to stop as soon as it gets cooled. Consequently you may have a perfect shaft in the yard, so as to carry your guns with safety.

This difference is exemplified also in the manufacture of gun metal. It has been made by Captain Dahlgren, under the government, to bear a pressure of 63,000 pounds to the square inch, whereas private contractors will not permit it to bear a pressure of above 30,000 pounds to the square inch. This has been the result from making our own guns in the navy yard; and perfection in shafts will be the result of forging our shafts there. They will be cheaper and they will be better. But if the owners of private forges can stop the government forge from making the shafts they will get the jobs. If they cannot, that one hammer in the yard will make all the shafts for the United States navy. This is the first time it has been called into action. I do not know by what means it has been kept idle; but I think that any one who should say that it cannot do the work is probably actuated by the hope of having the shafts given out for private

contracts, so that they could get the jobs. Mr. Toucey, upon a representation made to him of the state of the case, immediately had that forge put in action. The result thus far has been most satisfactory. The work is as fine and perfect as can be done.

Question. Do you express it as your opinion, from your familiarity with the sort of work required, that it is unsafe to have shafts made by contract?

Answer. It is unsafe. If I were to have a shaft made for myself, I would go and see it done. Government never can have a shaft made in the private yards with safety. Go down to this yard now, and you will see broken shafts in abundance, and as they are cracked open you can see the loose iron in the middle of them. They are made hot upon the outside and the surface is sound, but when you come to a strain they burst open, and then your ship is lying powerless.

Question. Do you know how often the shafts of our vessels in the navy have proved unsound?

Answer. I cannot say how often; but there are a great many cases; and there are shafts piled up now at the navy yard which you can go and see at any time. In the Collins ships the Atlantic broke her shaft at sea, and was out at sea for a month, and supposed to be lost. She broke her main shaft from an unsound forging of the iron; and there was a great difficulty between the company and the contractors at the time. The contractor will agree to furnish you a shaft for less money per pound than the iron out of which a good shaft ought to be made will cost. Throw it open to private competition and they will furnish you a shaft for less money than good iron alone is worth, and consequently the shaft proves to be perfectly worthless when it is used.

Question. You have expressed your opinion unfavorably to Martin's boilers; how do they compare with the boilers formerly used in the navy?

Answer. It is a better boiler than the flue boilers in use at the time these superseded them, decidedly.

By Mr. Ritchie:

Question. Are there other boilers now that are better?

Answer. Yes, sir; the Secretary of the Navy is now about to try one of the other kind on the opposite side of the same ship, so that the engines can be worked first from one and then from the other in the same vessel. In that way the relative merits of the boilers as generators can be ascertained with accuracy. I would like to state here that there are two theories upon which engines are built. The one is to make the simplest possible form of a machine, without regard to its efficiency. The other is to make a machine that will develop the highest possible power from the steam, and then to make that as simple as it can be made without detriment to its efficiency. The first case is exemplified by the country saw mill where the slabs sawed off furnish more fuel than you want, and where the man who tends the engine also tends the log. The other case occurs in the navy where you want to concentrate in the ship in the smallest possible compass and weight the largest amount of power, and the

greatest efficiency from the heat, and where you have a corps of engineers on duty with nothing to do but to attend to the engine and to keep it right. In that case you should make the engine right, and as simple as possible afterwards. Heretofore we have been making for the man-of-war the same engine which was adapted to the country saw mill, to get the engine into as few pieces as possible and then to attain as much efficiency as possible with that simplicity. In other words, we have been making the engine for the engineer, instead of making the engineer for the engine. It is upon that distinction of theory that our present operations are going on. We are making an engine which shall produce the highest possible effect from a given amount of fuel, and with the least possible weight. The old plan was to seek simplicity even at the expense of efficiency. The new theory is also to call upon contractors to guaranty results. These changes are what were required in the navy, and have put it ahead twenty years, and this has been done by Mr. Toucey.

EDW'D N. DICKERSON.

No. 78.—WILLIAM H. WITTE, OF PHILADELPHIA

FEBRUARY 14, 1859.

WILLIAM H. WITTE called and examined.

By Mr. Bocock:

Question. Where do you live?

Answer. In the city of Philadelphia.

Question. What business are you now engaged in?

Answer. I am engaged in more than one business.

Question. What is your principal business; are you a practicing lawyer?

Answer. No, sir; I am not. I am interested in the manufacture of cotton goods; I have mining interests in various parts of Pennsylvania and other States, and I am also somewhat extensively engaged in building.

Question. What connexion have you, if any, with the firm of Reaney, Neafie & Co.?

Answer. I have the connexion of an equal in whatever work they do for the government—having an equal interest in the profits of whatever they do.

Question. I believe you have been a member of Congress?

Answer. Yes, sir.

Question. How long since?

Answer. I was a member of the thirty-third Congress.

Question. How long has your connexion with the firm of Reaney, Neafie & Co. been in existence?

Answer. It commenced in July, 1857.

Question. Was that since you left Congress or before?

Answer. It was since I left Congress.

Question. Have you been the representative of Reaney, Neafie & Co. in getting work from the Navy Department?

Answer. I have.

Question. How much work have you obtained for them from the department?

Answer. We have obtained two contracts, one for \$137,500, and the other for \$139,000.

Question. What were those contracts?

Answer. One was for the sloop of war, now building in Philadelphia, called the Lancaster; the other is a contract recently made. I do not know the name of the vessel.

Question. The Lancaster is the largest of the two new sloops building there. I believe there were two sloops authorized by the last act of Congress to be built in Philadelphia, and the smallest one is called the Griffiths' ship. By what name is the ship known?

Answer. It is known as the Griffiths' ship.

Question. Did you frequently come to Washington to represent them in relation to these two contracts?

Answer. Yes, sir.

Question. Were you here last fall; can you call to mind the different times you were in Washington?

Answer. No, sir; I cannot; I was here frequently during a period of two months, or perhaps a little more.

Question. Were you here when the Secretary ultimately determined who should have the contract?

Answer. I was, sir.

Question. What inducements did you hold out to the department, or to any officer of the department, to give to Reaney, Neafie & Co. the last contract, or either of the contracts?

Answer. None other than that our house having a long experience in the construction of marine engines, especially propeller engines, and having, as I am informed by their books, built more propeller engines than have been built in the country, besides, it would be for the interest of the government to give them the contract. I held out no other inducement except what their supposed superiority, skill, and ability to construct engines of that particular character afforded.

Question. Were there any special or particular personal courtesies between you and the Secretary, clerks, or Chief of the Bureau of Construction?

Answer. None, sir.

Question. Did you ever make presents to them, or pay them money?

Answer. Never, sir.

Question. Did you never to Mr. Lenthall?

Answer. I never made any presents of any kind to Mr. Lenthall or any other officer of the Navy Department, or of the government anywhere.

Question. I will mention Mr. Welsh particularly?

Answer. Never, sir.

Question. While you were prosecuting the claim of Reaney, Neafie & Co. for these contracts, how far did you resort to political influences?

Answer. I made no attempt to bring political influences to bear upon the subject; I never asked a member of Congress or a senator,

or any politician, or any other person, to say anything to Mr. Toucey, or any other officer of the Navy Department, in behalf of Reaney, Neafie & Co.

Question. Did you not occasionally indulge in complimentary remarks to Governor Toucey about his own political prospects, and what he might expect from the Charleston convention?

Answer. Never, sir; I am not in the habit of doing that. I may remark that I was not sufficiently intimate with Governor Toucey, if I was disposed, to talk upon a subject of that kind.

Question. Did you ever ask the President to intercede with Governor Toucey to have this work given to Reaney, Neafie & Co.?

Answer. No, sir; I did not.

Question. Did you ever say anything to the President upon the subject?

Answer. I did.

Question. What was the nature of the conversation?

Answer. I said to the President that I had formed a connexion with the house of Reaney, Neafie & Co., and that we were anxious to build some marine engines for the government. We were only anxious, however, if we could satisfy the department that it would be for their interest for them to give us the contracts; if we could not, we should not expect anything. To which he replied that the matter was entirely in the hands of the Secretary; he himself would be very happy if the Secretary should find it to be for the interest of the department and the government to give us the contracts.

Question. Did you press upon the Secretary at any time that you, as an active democrat, had claims upon him, and insist upon his giving this work as you desired it should be given?

Answer. Never, sir. On the contrary, I told him, on more than one occasion, that I did not wish him to give us any contract because of any political or other influence or consideration of that kind, and only expected and desired him, if he thought it was for the interest of his department, to give them to us.

Question. Did you represent that it would be of great service in the pending election—the election of last fall—or any other future election, if the contracts should be given to Reaney, Neafie & Co.?

Answer. I did represent to the governor that it would be important, so far as our building machinery was concerned, to have the contracts made as soon as possible.

Question. In what point of view?

Answer. Because it would be to our interest to commence the work at that period.

Question. You said in answer to one of my former questions that you were present when the Secretary determined to give this job to Reaney, Neafie & Co. I wish you would state who were present at that interview?

Answer. Mr. Archbold, (the engineer-in-chief,) Mr. Norris, and myself were in the Secretary's chamber.

Question. What occurred on that occasion in relation to the charge of Mr. Norris about the copying of his plans?

Answer. The Secretary proceeded to give his reasons for making the award to our house, by reviewing the charges which had been made by Mr. Norris against the engineer-in-chief, the principal one of which, as well as I remember, was that the engineer-in-chief had furnished our house with copies or parts of plans submitted by Mr. Norris, and that undue advantage had been taken of him in that regard.

Question. What occurred about that? Were Mr. Norris' plans brought up and exhibited?

Answer. The Secretary asked the engineer-in-chief to exhibit the plans—Mr. Norris' plans and our plans; and he asked Mr. Norris whether they were alike in anything? To which he replied that they were similar in many respects. The Secretary asked Mr. Norris to point out the particulars in which they were alike. Mr. Norris, after considerable hesitation, and, as it appeared to me, with considerable confusion, confessed that they were not alike generally. The Secretary told him that the term was scarcely proper when speaking of plans in such a connexion; and he wanted Mr. Norris to state in what single particular they were alike. Mr. Norris, after further examination of the plans, with considerable hesitation and a very great deal of confusion, admitted that they were not alike in any particular. The Secretary then said to him: "Do you admit that you have done the engineer-in-chief injustice?" or, "Do you admit that you were in error?" To which Mr. Norris replied: "I was in error; the plans do not resemble each other at all."

Question. Did he say anything about having done the engineer-in-chief injustice?

Answer. He admitted that injustice had been done the engineer-in-chief in that particular. I do not remember that he said he had done the engineer injustice; but, as my memory serves me, he said that injustice had been done in that regard to the engineer.

Question. You say you were a partner in that firm. Do you know anything about that firm having had copies of any part of Mr. Norris' plans sent to them?

Answer. I have no knowledge of their having had access to them in any way, either here or elsewhere.

Question. Did you have access to the room of the engineer-in-chief while you were in the city?

Answer. I went in there as I suppose anybody else would do, openly and without any special privilege.

Question. Did you see the plans of Mr. Norris, and look over them, in the engineer's room?

Answer. I never did. They might have been upon the table or elsewhere; if so, I did not recognize them as Mr. Norris' plans, or anybody's plans. I should not have known much about them if I had looked at them.

Question. Did you ever examine the plans?

Answer. I did not. I never saw them, to my knowledge, until I saw them in the Secretary's room, upon the occasion to which I refer.

Question. Were you, at any time, either comparing or examining any plans in the room of the engineer-in-chief.

Answer. Never, sir.

Question. Was Mr. Reaney here, or any other member of the firm of Reaney, Neafie & Co., at the time when you were here, and between the time of the second board and the decision of this question of the award?

Answer. I think Mr. Reaney was here more than once.

Question. Have you any knowledge whether he saw the plans of Mr. Norris or not?

Answer. I have none. As I am informed, he came here, as he is in the habit of coming now, for the purpose of seeing the engineer-in-chief about the work going on in the Lancaster. He was obliged to have frequent interviews with the engineer.

Question. You represented the firm at the time the contract for building the machinery of the Lancaster was given. Are you able to say upon what ground that contract was given to the firm of Reaney, Neafie & Co. rather than to the firm of Merrick & Sons?

Answer. I understood it to be for two reasons—one being on account of the superiority of the plans, and the other was because the price was the lowest.

By the Chairman:

Question. Your interest with Reaney, Neafie & Co. was confined to government contracts, I understand?

Answer. Yes, sir.

Question. Had you no interest in the works or management of the works?

Answer. No, sir.

Question. Why were you employed only in government contracts?

Answer. Because it was supposed that I could get government contracts for them.

Question. Did they employ you to get any contracts of any one else?

Answer. No, sir.

Question. What particular influence was contemplated at the time they employed you?

Answer. The general management of the business with the government.

Question. What particular influence had you over the department, that they should desire to secure your services?

Answer. I do not know that I had any particular influence, except that I had the advantage of having (or being supposed to have) some business capacity, that having been my business as a merchant, and having also the advantage of some personal and political character.

Question. Do you know no other reason?

Answer. No, sir.

Question. Did they or you first suggest this arrangement?

Answer. They sought it.

Question. When did they seek it?

Answer. During the spring of 1857.

Question. Had you previously been engaged for any one in getting contracts?

Answer. Never, sir.

Question. Had you acted as agent for claims?

Answer. No, sir, never.

Question. You were to get half the profits that were made, as compensation for your services?

Answer. No, sir; I was to have an equal interest, and as there were three partners in the concern, I was to share with them and have one-fourth of the profits.

Question. Do you know anything about the cost of this machinery?

Answer. No, sir.

Question. You took their estimate of the cost, and was willing to take one-fourth of the profits?

Answer. Yes, sir.

Question. And you rely upon their making a statement of what the profits are?

Answer. Yes, sir; they keep all the accounts.

Question. How much have you received under this arrangement?

Answer. I cannot tell exactly; I think I have received somewhere in the neighborhood of six thousand dollars upon the Lancaster.

Question. What is the amount of profits contemplated by you upon the Lancaster?

Answer. Well, sir, we had a conversation upon that subject a few days ago, and Captain Levy, who is rather the managing partner of the concern, did not think the profits upon the Lancaster would exceed twenty thousand dollars.

Question. How much profits had you contemplated on the Griffiths' ship?

Answer. I have no idea.

Question. Have they made no estimate or statement of the probable profits?

Answer. No, sir, they have not.

Question. Have they not told you what they could probably make on the contract?

Answer. No, sir.

Question. What business arrangements had you previously with Reaney, Neafie & Co?

Answer. None, sir.

Question. Had you any previous intercourse with them?

Answer. It was very slight.

Question. Can you state what induced them first to call upon you?

Answer. I cannot, unless it was because they thought I could furnish what they wanted.

Question. Furnish what—political influence?

Answer. No, sir; because I could furnish, if I may be allowed the expression, brains, talent, character, and energy, and such business qualifications as I was supposed to possess.

Question. You say you had no knowledge of this kind of machinery at all?

Answer. None, except a very general knowledge; I had no claim to a knowledge of the science.

Question. Could you distinguish between the different parts of machinery or the different kinds of machinery?

Answer. No, sir, I could not.

Question. The services you were to render them were of a personal character in soliciting the contracts?

Answer. Yes, sir; altogether.

Question. Are you not a lawyer by profession?

Answer. No, sir.

Question. Did you not establish intimate personal and social relations with Mr. Archbold when you came here?

Answer. I did not establish them here; I was personally intimate with Mr. Archbold before he came to Washington, he being a resident of our city.

Question. Did you join in the application for his appointment?

Answer. No, sir; I did not.

Question. How frequently was he at your room during the time you were here?

Answer. I cannot state with any degree of accuracy; he was there frequently.

Question. How frequently did he dine with you?

Answer. Very rarely, to my regret.

Question. Had you any intimacy with any other employees in the Navy Department?

Answer. No, sir, I had not, except such intimacy as would be likely to grow up between persons who are frequently brought in contact with each other.

Question. Did you not present to Mr. Welsh some boxes or bottles of wine?

Answer. I did not, sir.

By Mr. Boccock:

Question. What is the character of Mr. Archbold as a man of science in his profession?

Answer. I know nothing about it, excepting what I have heard from those who are supposed to be competent to give an opinion.

Question. What is his general reputation as a man of character and integrity in the city of Philadelphia?

Answer. His reputation for integrity and for good character, so far as I have ever heard, is unexceptionable.

Question. Are you intimately acquainted with Mr. Lenthall?

Answer. I cannot say that I am very intimately acquainted; we have met here often, and I know him very well.

Question. Do you know where he came from when he was appointed here?

Answer. He came from the Philadelphia yard, I think; I am not sure, but I think he did.

Question. Could you speak of his general reputation as a man of integrity and character; do you know it?

Answer. I do not know it; I have never heard anything against him.

By Mr. Ready:

Question. You say you never brought any political influence to bear upon the Secretary in reference to giving out these contracts?

Answer. Yes, sir.

Question. Did you inform the Secretary what the politics of Mr. Reaney and his partners were?

Answer. I think I may have done so; I certainly always spoke of them as a democratic house in contradistinction to a business house in the city of different politics.

Question. Did you procure any letters to be written in their behalf, assuring the Secretary that they were sound democrats?

Answer. No, sir; I never did.

Question. Did you make any calculations upon favor with the department on account of their politics?

Answer. No, sir; I did not.

Question. Then why did you assure the department that they were democrats, in contradistinction with another house?

Answer. I meant to say that I spoke of them simply as democrats who desired no advantage on account of their being democrats. On the contrary, I told both the Secretary of the Navy and Mr. Archbold, on more than one occasion, that we did not want a decision in our favor upon any application for a contract unless they thought it was due to us because of the superiority of our plans and the acceptability of the price.

W. H. WITTE.

No. 86.—HENRY HUNT, WASHINGTON, D. C.

FEBRUARY 15, 1859.

HENRY HUNT called and examined.

By Mr. Bocock:

Question. What is your profession?

Answer. I am a chief engineer of the navy.

Question. Where are you employed?

Answer. In the navy yard at Washington.

Question. Were you upon the board which met in September last to decide upon the bids and proposals for constructing the steam machinery for the seven sloops?

Answer. Yes, sir.

Question. Do you remember who were the other members of the board?

Answer. The engineer-in-chief, Mr. Archbold, chief engineer Martin, and chief engineer Wood.

Question. Are you well acquainted with each and all of these gentlemen, officially and personally?

Answer. Yes, sir; I have been acquainted with them a number of years. I have sailed with some of them.

Question. From the manner in which you were directed to report, and from your knowledge of the transaction, would it have been practicable for any one engineer to exert a controlling influence over the decisions of members of that board?

Answer. I think not, sir.

Question. Do you know Mr. Martin well?

Answer. I do, sir; very well.

Question. How far do you think Mr. Martin exerted a controlling influence over the decision of the board?

Answer. I should say that he had no control at all over the decision of the board. He had no control over me, I know. I could not say that he had no control over any gentleman. Mr. Martin is looked up to as an engineer of good judgment, &c.; but so far as his influence went to control any one of the members in his report, I do not think he had any at all.

Question. Did you confer as members of the board, sitting together, in relation to your decision, and determine what you would decide, or did you examine into the bids and proposals together, and afterwards retire and separately make up your reports?

Answer. We conferred together.

Question. Did each know the opinions of the others before you left the board?

Answer. No, sir; not altogether. There were two reports which went in which I did not see nor hear the copy read at all.

Question. Has chief engineer Wood the reputation among engineers of being particularly under the influence of Mr. Martin?

Answer. Not that I am aware of. I never heard anything of the kind.

Question. Please look at the table reported by Mr. Archbold of the several bids before the board. You will see that several of the firms make proposals for several different ships. Were these plans similar in all these cases? Did the plans of Murphy & Co., for instance, for different ships, vary?

Answer. No, sir; as nearly as I can recollect, the plans were similar, excepting the difference in the size of the ships. The general arrangement was the same for the different sized ships, the engines and boilers only differing in size.

Question. Did the plans of the Morgan Iron Works for the different ships agree in their general arrangement?

Answer. I think they did, as far as I can recollect.

Question. Was it the same with those of the Allaire Works, and of the others?

Answer. Yes, sir; pretty much the same in the general plans.

Question. The table states that Messrs. Archbold, Martin, and Wood, recommended the plans of Murphy & Co for the New York ship, and that Mr. Hunt recommended the plans of Murphy & Co. for the Boston ship. From your recollection of the plans, and from

this statement, do you say that the entire board approved the plans of Murphy & Co?

Answer. Yes, sir; I think they did. There was no fault in the plans. Some little modifications were made in nearly all the plans.

Question. The statement is that Mr. Archbold recommended the plans of the Morgan Iron Works for the Boston ship, and that Messrs. Martin and Wood recommended their plans for the Pensacola ship. Would you say that their general plans were approved by three members of the board, by all excepting yourself?

Answer. Yes, sir; as near as I can recollect. I had no objections to the plans offered by the Morgan Works, but to the price, when other plans just as good were offered at less price.

Question. The plans of Merrick & Sons were approved by all the board?

Answer. Yes, sir.

Question. The plans of the Boston Locomotive Works are recommended by Messrs. Archbold and Hunt for the Pensacola ship, and by Messrs. Martin and Wood for the Boston ship. Did the whole board approve their plans?

Answer. Yes, sir.

Question. And all agreed in recommending the plans of Woodruff & Beach for the Kittery ship?

Answer. Yes, sir.

Question. Then I understand you to say that the entire board approved of the plans of all the successful bidders for five of the ships, and three members approved the plans for the sixth?

Answer. Yes, sir; they approved of the general plans of the engines. And with reference to the New York ship there was a vast difference in the price. I was in favor of the Novelty Iron Works, because it is an old established firm, and gave a guaranty for the work, while the price was very low.

Question. What was your opinion of the plans of the Allaire Works?

Answer. I did not approve of them at the time. I forget what I considered to be their defects. I recollect that the plan of their boilers was rather defective, and I thought they would not operate well.

Question. What do you think of the plan of Reaney, Neafie & Co. for the Griffith ship?

Answer. It is a very good plan, and I think it will operate well.

Question. I think you reported in favor of Mr. Norris?

Answer. Yes, sir; but not so much because his plans were superior as because there was a good deal of difference in the price, while I thought there was little or no difference in the value or efficiency of the engines. Mr. Norris' drawings were more full and perfect.

Question. Are you superintending the building of any engine at this navy yard at this time?

Answer. Yes, sir. I am superintending the building of a part of the engine for the Richmond, now building at Norfolk. We are building part of the engine here.

Question. What plan of boiler do you prefer of those now employed in the navy?

Answer. That is a difficult question. It is undecided yet. What is called the Martin boiler is an excellent boiler; but in my opinion a horizontal tubular boiler is just as good. I should not make a cent's difference between them if I were to put one in for myself. Some engineers are in favor of the horizontal tubular boiler, and some in favor of the vertical tubular boiler. Martin's is the vertical tubular boiler. The difference between the merits of the two has never been tested. I think that horizontal surface is the most efficient heating surface; and I should not suppose that so much horizontal surface would be required as of vertical surface.

Question. Do you know the general reputation of Mr. Archbold as a man of integrity?

Answer. I have never heard anything against him.

Question. Have you ever aided persons in making out plans, with a view of bidding for those works, in preparing their plans?

Answer. No, sir; never.

Question. Is that done by members of the corps of engineers in the navy?

Answer. Not that I am aware of.

Question. To what extent do you allow men to change their plans and specifications after they have been accepted upon the board?

Answer. That is owing to circumstances. There has never been much change in any of the plans before the board, which has been demanded or required by the board. I have understood that there have been changes since they have concluded the contract, but what they are I do not know, nor the extent. When the board was considering plans, looking over specifications, &c., I consider it a great duty of the board to look for defects; because there cannot be too great a number of good qualities. If there have been any radical defects which the board would not like to sanction, they have been in the habit of calling some of the bidders before them, asking their opinion about it, and asking whether they would have any objection to making any alteration or modification. This has never been carried to any great extent, however, in any board of which I have been a member.

Question. Anything interfering with the general plan?

Answer. No, sir; not before the board. What has taken place afterwards in making contracts I do not know. The changes have been matters of minor importance. For instance, the pump rod might be foul, as the engineers would say, and require shifting. The bidder, in such a case, would be very willing to change the plan to correct an error which happened to escape their notice in making their drawings.

Question. If you were to allow bidders to make material changes in pursuance of your suggestions, what need would there be of calling for plans and specifications at all?

Answer. I do not see that there would be any need of it.

Question. How would it do to let the board of engineers of the navy agree upon a particular plan for machinery, and then call for bids to determine the price?

Answer. I think that would be the proper way to do it; and if the department think they could get better machinery or have better advice, they might call in one or more engineers from outside for further information in regard to steam machinery. They could then get up such a form of engine as would meet the wants of the service, advertise for proposals, and give out the contract to the lowest bidder. That I think would be the proper way.

Question. How long has the plan been in existence of calling for plans and bids?

Answer. It has been in existence since 1854, to my knowledge. I was upon the board to decide upon the plan of those old steam frigates built at the time Mr. Dobbin was secretary. That was the first time I noticed it.

Question. What was the great object to be accomplished in pursuing the scheme of calling for plans upon the part of these bidders, as well as prices?

Answer. I do not know unless to call out the talent of the country.

Question. Do you know whether a larger space in the ship than that proposed in the specification was allowed to any successful bidder for these seven sloops?

Answer. No, sir; I think not. We went over them particularly and measured every drawing.

Question. Does not a geared engine necessarily require more space than a direct acting engine?

Answer. Yes, sir; none of those engines were geared.

Question. The plan ultimately adopted for the Norfolk ship was geared, was it not?

Answer. Yes, sir; but their bid was accepted under a new specification in October or November last.

H. HUNT,
Chief Engineer, U. S. Navy.

No. 88.—JAMES MURPHY, NEW YORK.

FEBRUARY 16, 1859.

JAMES MURPHY called and examined.

By Mr. Boccock:

Question. Where do you reside, and what is your business?

Answer. I reside in New York; I am a manufacturer of steam engines and boilers.

Question. What is the name of your firm?

Answer. James Murphy & Co.

Question. Of what firm were you a partner before that?

Answer. Of the firm of Pease & Murphy.

Question. How much of this kind of work have you done for government vessels within the last four or five years?

Answer. I have built the engines of the Niagara, the Shubrick, the Brooklyn, and I am now building one other vessel, not named yet.

Question. Was the Shubrick for the navy?

Answer. She was built for the light-house department, to go round to California.

Question. How many shafts have you found it necessary to have forged?

Answer. I have had shafts forged for all those vessels.

Question. Who has done your forging for the Niagara?

Answer. Tugnot, Dally & Co. Dr. Cockroft was one of the partners of Tugnot, Dally & Co.; they did one part, Charles Tupper & Co. the other.

Question. Who forged the shaft for the Brooklyn?

Answer. The Brooklyn shaft was forged at the Reading Works, Pennsylvania.

Question. Who forged the shaft for the Shubrick?

Answer. Really I cannot recollect who did forge that. I forget whether it was forged by Tugnot, Dally & Co., or at the Reading forge.

Question. Who forged the shaft of the vessel now building?

Answer. They are forging in Bridgewater, Massachusetts.

Question. How did it happen that you employed the Reading forge to forge the shaft for the Brooklyn?

Answer. Their offer was lower than that of anybody else to do the work.

Question. Did you call for proposals?

Answer. Yes, sir.

Question. From how many did you receive them?

Answer. From two besides the Reading forge; from Tugnot, Dally & Co., and from the West Point foundry.

Question. And you employed the Reading forge because their bids were the lowest?

Answer. Yes, sir.

Question. With whom did you make the contract to build the steam machinery of the Brooklyn?

Answer. Jacob A. Westervelt & Son.

Question. How did it happen that you contracted with him for the machinery of that vessel?

Answer. The government advertised for proposals to build the steamship complete, with everything except the guns. There were eleven bidders, and Mr. Westervelt was the successful one. I furnished the plans for his engine.

Question. Did you have any contract with the government in any way in relation to the Brooklyn?

Answer. Not at all, sir.

Question. So far as you know, with Westervelt or yourself, was there any interference, upon the part of the government or of any officer of the government, to procure that forging for the Reading forge?

Answer. No, sir. After the contract was made I met Mr. Welsh one evening at Willard's Hotel, and he told me that Mr. Jones had spoken to him to mention to me, in case all things were equal, to send that forging to Pennsylvania. I think Mr. Harris also mentioned it.

Question. Is Mr. Harris an officer of the government?

Answer. No, sir.

Question. Was this agreement subsequent to the contract being concluded?

Answer. Yes, sir. It was the night before I went home from Washington.

Question. Before the contract was made was there any intimation upon the part of any one that you should give the forging to the Reading forge?

Answer. No, sir. It was reported in New York that Mr. Buchanan had spoken to me about it. I never spoke with Mr. Buchanan or Mr. Toucey about it in my life. I never asked Mr. Toucey for a contract, or spoke to him upon the subject.

Question. How have you carried on your negotiations with the government in relation to this?

Answer. They advertised for bids and I sent them in, trusting to the merits of my plans.

Question. A witness has deposed that he spoke to your former partner, Mr. Pease, in relation to the shaft for the Brooklyn; that Mr. Pease referred him to you, and you gave him no satisfactory answer; that you subsequently employed him upon one shaft, but said in relation to the shaft of the Brooklyn that you could not help yourself; you were obliged to give it to the Reading forge. Do you recollect such an expression, and if so, what did it mean?

Answer. No, sir. I recollect distinctly what passed. I had a conversation with Dr. Cockroft perhaps a week or ten days before I made the arrangement for the forging. I gave him plenty of warning that his bid was too high. I told him I should prefer to have the work done in New York, where I could see it done. He said he could not afford to do it for less than he had offered; that he thought New York was entitled to it, and that he was entitled to the work. I told him he would lose it, and he did lose it. He came down a day or two afterwards, and appeared to be in a very excited state of mind about it, evidently disappointed in not getting the contract. He said he would write to the President about it, and would try to prevent the President from interfering with contracts, and the Secretary of the Navy and everybody else in Washington who was interfering with his just rights, for he was entitled to the contract as a New Yorker. That was the only conversation we had, and was the only thing that ever passed with regard to it.

Question. Has Dr. Cockroft any other business besides his profession and this forging?

Answer. I know him to be a practicing physician and he told me once that he was a stockholder in the Allaire Works.

Question. Who is the President of the Allaire Works?

Answer. Daniel B. Allen. I think he is a son-in-law of Mr. Vanderbilt.

Question. Who is the manager?

Answer. Mr. Cross; another son-in-law of Mr. Vanderbilt.

Question. Who owns the Allaire Works?

Answer. They are principally owned by Cornelius Vanderbilt. He has twice within four or five years desired me to join my establish-

ment with the Allaire Works. He told me he was the largest stockholder.

Question. You never had any conversation with the President about the contract?

Answer. Never; I never have been to see the President but once since I have been in Washington. I never saw him but once before to speak with him.

Question. Have you had any correspondence with him?

Answer. None whatever.

Question. Has he ever written to your firm?

Answer. Never, sir.

Question. Have you ever got up and sent him political testimonials in order to bring party influence to bear in giving you contracts?

Answer. No, sir, never; I have asked members of Congress to take care of my interests if they could. I spoke to Mr. Maclay about it before this last contract. I told him that I would like to have him look out for my interests. That was all the conversation, and I do not know whether he ever did or not.

Question. Did he ever write to you that he had?

Answer. No, sir.

Question. Did he ever tell you that he had?

Answer. No, sir.

Question. Had you any assistance in preparing your plans from a government engineer?

Answer. No, sir, none.

Question. Did not Mr. Martin assist you to arrange your plans?

Answer. Nothing more than this; sometimes when he was in the office I would ask him a question what he thought in relation to the air pumps, or something of that kind. He gave me no further assistance, except that he made drawings of his boilers for me.

Question. When you arranged the plans for the engine which you are now building, was Mr. Martin with you at any time?

Answer. No, sir, Mr. Martin was absent then. Mr. Martin has an office in the room adjoining my office; but I did not have these drawings made in my place at all. They were made by a young man by the name of Maine, not on my premises, but some distance therefrom.

Question. Do you know whether Mr. Martin saw that before it went before the board?

Answer. I do not think he did. He did not to my knowledge.

Question. You say that Mr. Martin was absent; where was he?

Answer. He was on some duty for the government, down in North Carolina. He was away for some five weeks.

Question. Did Mr. Toucey ever directly or indirectly indicate to whom he wished you to give your forging?

Answer. Never, sir.

Question. Have you ever made steam engines for any other than government vessels?

Answer. Yes, sir.

Question. To what extent?

Answer. I have made a great many, sir. I have made the machinery

for six steamers, now at the Island of Cuba coasting around the Island. I have made the machinery for six or seven in the waters around New York. I have made the machinery for one that went to China.

Question. Have your engines been successful?

Answer. They have, sir. I have just heard from the Brooklyn this morning. They have received news at the Navy Department that she has done remarkably well.

Question. What kind of boilers has the Brooklyn?

Answer. The Martin boilers.

Question. Did you put in the Martin boiler as part of your plans, laid before the board last fall?

Answer. Yes, sir; all of them.

Question. Why did you do that?

Answer. Because I thought it the best marine boiler in use.

Question. Have you ever tried it in any other than government vessels?

Answer. I have a pair on hand now, building for the steamships Brother Jonathan and California, about half done; they are about the same size as the Brooklyn.

Question. Did you incorporate the Martin boiler in your plan for the Niagara?

Answer. I did, sir.

Question. Was Mr. Martin in favor of your proposition that time, or not?

Answer. That was the first time I became acquainted with Mr. Martin. I understood that he was not in favor of my proposition. The Niagara was advertised in a different way from the others.

Question. How did you find out that he was opposed to your plans?

Answer. He did not like them; they did not suit his views.

Question. How did you find that out; did he tell you so?

Answer. He told me so afterwards.

Question. Do you know whether he was upon the board that decided upon that plan?

Answer. I think he was. He was the engineer-in-chief at that time.

By Mr. Ritchie:

Question. Did that board decide in favor of Martin's boiler?

Answer. Yes, sir.

By Mr. Bocock:

Question. Do you mean that the other members did?

Answer. Yes, sir.

By Mr. Ritchie:

Question. Do you know that Mr. Martin did not agree with the other members in their report?

Answer. I do not remember distinctly about that. There were only two bidders for the ship at that time. The government advertised for six ships, all of the same size. When the plans came to Washington, they agreed with the specifications of the government: but one of these ships was to be larger than the others. There were two of us that had the lowest bids and the best plans, and it lay between

us. We had to make new bids, and were allowed six weeks to put them in and to prepare plans for the larger ship.

Question. Had the other plan the Martin boiler as well as yours?

Answer. Yes, sir; they had the Martin boiler.

By Mr. Bocock:

Question. Some other gentlemen have been questioned about the profits they made upon their contracts. You have had some work for the government, will you state the profit upon that work?

Answer. I thought before I left home that you would ask that question, and have made a memorandum from my books. It will be seen that government jobs are not as profitable as is sometimes supposed.

The engines for the Niagara cost.....	\$213,829 07
---------------------------------------	--------------

The contract price was.....	220,500 00
-----------------------------	------------

This engine took us two years to build.

The engines of the Shubrick cost.....	\$19,739 86
---------------------------------------	-------------

Contract price.....	20,478 00
---------------------	-----------

The Mississippi's boilers were built by the pound. There were ten or twelve bidders, and we made the lowest bid. The cost

was.....	\$17,323 84
----------	-------------

Contract price.....	18,204 40
---------------------	-----------

The boilers of the Despatch cost.....	\$6,747 81
---------------------------------------	------------

Contract price.....	7,480 22
---------------------	----------

The Brooklyn contract is not settled yet. We have not arrived at what we have made upon that job. It was also a private contract with Mr. Westervelt & Son. I am building two boilers now for the San Jacinto, for which also we were the lowest bidders.

Question. What you make upon the machinery of the Brooklyn, you make from Mr. Westervelt & Son, not from the government?

Answer. Yes, sir; it has nothing to do with the government at all. Our contract is with them.

By the Chairman:

Question. Does not the cost, as stated by you, include ordinary profits upon work and materials?

Answer. No, sir; the materials are put down as we purchased them, and the men's labor at what we paid them.

Question. How can you separate and distinguish, in such a large establishment, the cost of any one piece of work?

Answer. Every sheet of iron that goes into the boiler is weighed, and is charged to that account. What every man is working upon is recorded three times a day, and this labor is charged to that account.

Question. Is anything added for interest, &c.?

Answer. Nothing.

Question. Have you ever paid Mr. Martin, or agreed to pay him, for the use of his patent right?

Answer. Yes, sir.

Question. How much?

Answer. I forget his charge; ten cents per foot, I think.

Question. How much in the aggregate have you paid him, or agreed to pay him, for patent rights?

Answer. I have paid him upon the Shubrick, and part upon the Brooklyn ; that is all.

Question. Where is his office?

Answer. Under contract with the government we are obliged to furnish office room to a United States engineer, as in the case of Mr. Martin, engaged superintending the work.

Question. Is he not usually at your place?

Answer. Some days he is there an hour ; some days half an hour ; some days two hours ; some days not at all ; some days all day.

Question. Is Mr. Maclay, or is any relative of his, interested in your works?

Answer. Not at all, sir.

Question. Did you pay, or agree to pay, any one for services in obtaining your contract?

Answer. Not a dollar. I have never paid a government officer a dollar in my life.

Question. What member of your firm negotiated those contracts generally?

Answer. I was the one. Neither of my partners ever came to Washington to obtain a contract.

Question. Have you not had recommendations and statements of your political position to lay before the officers of the government?

Answer. I did when I got the contract for the Niagara. I had several letters from different persons to let the Secretary know who I was, and that I was competent to do the work.

Question. Did they state your political position?

Answer. They stated that I belonged to the democratic party.

Question. Were those letters filed in the department?

Answer. I do not know what became of them.

Question. Was any objection or any allusion made to them?

Answer. Not to my knowledge.

Question. Your political position is well known to the officers of the government?

Answer. I believe it is, sir.

Question. Are such letters usually procured by contractors to show their political opinions?

Answer. I do not know what other people do.

Question. Do you not know that this is a general custom?

Answer. I do not.

Question. Have you any acquaintance with Hon. J. Glancy Jones?

Answer. I never saw him but once in my life, to my knowledge, and then he was pointed out to me in a carriage passing by on Pennsylvania avenue of this city.

Question. Had you a correspondence with him?

Answer. He sent me a letter once to see whether I would take a young man as an apprentice ; that was all.

Question. Did you know of his acting as agent for the Reading forge?

Answer. No, sir, I did not.

JAMES MURPHY.

No. 89.—HENRY B. BEACH, HARTFORD, CONNECTICUT.

FEBRUARY 16, 1859.

HENRY B. BEACH called and examined.

By Mr. Bocock:

Question. Where do you reside and what is your business?

Answer. I reside at Hartford, Connecticut; I am a manufacturer of steam engines and machinery.

Question. What is the name of your firm?

Answer. Woodruff & Beach.

Question. What contracts with the government have you now?

Answer. We have one for building the engine for the sloop at Portsmouth.

Question. What other contract have you ever had with the government?

Answer. We have had no other during the present administration. We built the pumping engine for the Norfolk and Charlestown navy yards.

Question. How many bids did you send in before the board that met in September last?

Answer. We bid, something like a year ago, for the engines advertised for at that time.

Question. Did you get any contract at that bidding?

Answer. No, sir, we did not.

Question. How many vessels did you propose to build engines for last fall?

Answer. Only one. We proposed to build for either yard. We did not specify the yard. We had two prices and two specifications; one for each size.

Question. Have you any acquaintance with Mr. Martin, the government engineer?

Answer. I knew him from having come in contact with him since we had this contract.

Question. Did you know him before that?

Answer. Never previously, any more than being introduced to him; not to know him at all.

Question. Did he, or any other government engineer, render you any assistance in making out your plans?

Answer. No, sir; we had no engineer but our own.

Question. What is the relationship or connexion between you and Mr. Toucey?

Answer. My stepmother and Mrs. Toucey were sisters.

Question. Were you any blood relation at all?

Answer. No, sir; none at all.

Question. You are not the son of Mrs. Toucey's sister?

Answer. I am not.

Question. Was your mother or father in any way related to Mrs. Toucey?

Answer. No, sir; there is no other relation than that my father married Mrs. Toucey's sister.

Question. What are the relations of intimacy between you and Mr. Toucey?

Answer. I know him very well; but I never have been at his house, I think, but once in my life, and that was in Washington, at a party.

Question. Have you never visited his house in Connecticut?

Answer. Never. I have seen him at my father's house, but never more than once or twice there. I have always known him as a lawyer in the city.

Question. Have you ever, in private correspondence, appealed to him to give you aid in getting through your contracts?

Answer. Never. I should not go to him for any favors. He would be the last man I should go to, expecting any return.

Question. What explanation have you to make to that remark?

Answer. I mean the last man in connexion with the government, because he is connected with my father's family. That is why I would not go to him. I know his peculiarities, and that is just the reason why he would not do anything for me. That is my belief, and that is why I would not apply to him if I wanted anything.

Question. Do you know how many of the members of the board that sat in September approved your plan?

Answer. I have always been told that all four of them were agreed; that they were unanimous in their approval.

Question. Do you know Mr. Welsh, the chief clerk, or Mr. Lenthall, or Mr. Archbold?

Answer. I do not know Mr. Lenthall at all. Mr. Welsh I have met once or twice, been introduced, and spent an hour or two with him. Mr. Archbold I have met several times. I have met him at our own place, in New York, and I met him here when I handed in the bids.

Question. Did any presents pass between you and these gentlemen?

Answer. I never made any presents to any of them, excepting giving Mr. Martin, about four weeks since, a Charter Oak cross for his daughter, which I would give to almost any one calling upon me. I may have given it to half a dozen. I never made a present to any engineer or government officer, to my knowledge.

Question. Did you pay anything to get this contract?

Answer. No, sir; I have never paid a dollar, excepting my own expenses.

Question. What agent had you to act for you?

Answer. No one; I came on here myself, with my superintending engineer.

Question. Did you ever bring any political influence to bear in giving you contracts?

Answer. No, sir; not that I am aware of.

Question. Did you get members of Congress to intercede for you?

Answer. I never have. I never asked the first one to do it.

Question. Have you sent any letters relating to your official position to the President or the Secretary of the Navy?

Answer. Never.

Question. Did you ever speak to the President upon the subject?

Answer. I never saw the gentleman.

Question. You never saw Mr. Buchanan?

Answer. Never, sir.

Question. What experience have you had in building engines?

Answer. We have built a great many stationary engines. We are now putting up the largest stationary engine in the United States, for the city of Brooklyn, for pumping. We are building it in competition with New York and the whole country. We had the preference.

Question. Upon what ground did you get that contract?

Answer. On account of the superior plans and the lowness of the price, together with the style of the work we have always turned out. We flatter ourselves that we are second to nobody in this country upon stationary engines.

Question. Have you made any marine engines?

Answer. Some three or four small ones; nothing larger than a three-foot cylinder.

Question. How did that succeed?

Answer. Very well indeed.

Question. What is the capacity of your firm for doing work of this sort? How many men do you employ?

Answer. We now have about 225; but we work 350 when full, and 400 if necessary. There are not more than one or two shops in the country where they have more or better tools than we have.

H. B. BEACH.

CONTRACT FOR MACHINERY OF GRIFFITH SHIP, PHILADELPHIA.

No. 22.—TESTIMONY OF W. E. EVERETT.

FEBRUARY 1, 1859.

W. E. EVERETT called and examined.

By the Chairman:

Question. What is your occupation?

Answer. Chief engineer in the navy, sir.

Question. How long have you been in that service?

Answer. Fifteen years.

Question. Were you a member of the first board on the machinery of the Lancaster sloop-of-war?

Answer. Yes sir.

Question. Who composed that board?

Answer. It was composed of the engineer-in-chief, (Mr. Archbold,) Mr. Hunt, and myself.

Question. What was the substance of the report of that board?

Answer. Mr. Hunt and myself reported in favor of awarding the contract to Messrs. Merrick & Sons; Mr. Archbold reported in favor of Reaney, Neafie & Co.

Question. To whom was the vessel awarded?

Answer. To Messrs. Reaney, Neafie & Co.; but it is proper to state that there was another board ordered afterwards.

Question. What was the occasion of calling a new board?

Answer. I am not able to tell you.

Question. How did the next board decide?

Answer. I only know from report; I have no knowledge of my own upon the subject.

Question. Who finally built the vessel?

Answer. Messrs. Reaney, Neafie & Co.

Question. When was that vessel built?

Answer. The contract was awarded, I think, two years ago; it was a good while ago, I know.

Question. Was it done out of the appropriation under the last administration?

Answer. Yes, sir.

Question. Was it built since Mr. Toucey's time?

Answer. Yes, sir, it was since his time.

Question. Were you in this city between the 12th and 20th of October last?

Answer. I do not know that I can speak positively on that point; but my impression is that I reported on the 14th day of October.

Question. I will ask you whether you were at that time shown the plans and machinery of what is called the Griffith ship?

Answer. I saw them; there was no secret about the thing.

Question. In whose possession were they?

Answer. They were in the office of the engineer-in-chief, Mr. Archbold.

Question. Were they lying on the table, accessible to any one?

Answer. I do not know how that was. There was no confidence, so far as my seeing them was concerned.

Question. Did they lie open upon the table?

Answer. At the time I was looking at them they were.

Question. At the office of the engineer-in-chief?

Answer. Yes, sir.

Question. Was that the office where he received visitors?

Answer. The drawings were ordinarily put aside whenever strangers came in whose business was not connected with that department.

Question. Did you have any conversation with Mr. Archbold about those plans?

Answer. No, sir.

Question. Did he say anything about those plans?

Answer. He might have said something, but no conversation passed between us about them which I can recall.

Question. Did he in your hearing make any allusion to the plans?

Answer. No, sir.

Question. I will ask you whether you were a member of the board of November 4, 1858, on the Griffith ship?

Answer. Yes, sir, I was.

Question. Who composed that board?

Answer. The board was composed of Chief Engineers Wood, Hunt, Whipple, and myself.

Question. Was Mr. Archbold a member of that board?

Answer. No, sir.

Question. I will ask you whether he addressed you, or others in your presence, in favor of any particular plan?

Answer. No, sir, he did not.

Question. Did he express any opinion on the plans upon that vessel?

Answer. No, sir; not to me.

Question. Did he in your presence?

Answer. No, sir; I never heard him.

Question. What was the report of that board?

Answer. Myself and Mr. Wood recommended that the contract be awarded to Reaney, Neafie & Co. Mr. Hunt and Mr. Whipple reported in favor of awarding it to Mr. Norris.

Question. I will ask you whether the diameter and propellers of these two vessels were the same?

Answer. I do not think I can answer that question positively. My impression is that they were, or very nearly so.

Question. Were the boilers of the same form and kind?

Answer. It is a long time since I looked at those drawings, and it is pretty difficult for me to answer that question. If you mean to ask me whether there was any similarity between the plans, I can answer that.

Question. I will ask you whether they were of the same form and kind—whether there was any difference between them?

Answer. I do not remember. My memory is this about it, that the engines had about the same capacity and the boilers about the same capacity; that is, they were of equal sizes, or very nearly so, but in form and in arrangement they were totally dissimilar.

Question. Which was the lowest bid?

Answer. That of Mr. Norris.

Question. Can you state whether or not the plans of Reaney, Neafie & Co. specified the weight and centre of gravity required by the advertisement?

Answer. I do not think they did.

Question. Was that fact mentioned in your report?

Answer. I think not; for the reason, if my memory serves me right, that at the original opening of the bids, neither party furnished the centres of gravity. I think Messrs. Reaney & Neafie furnished the weights, but not the centre of gravity; but I would not like to speak too positively on these points.

Question. Were you a member of the board on the Norfolk sloop?

Answer. Yes, sir.

Question. Where were the plans of the Atlantic works in Boston made?

Answer. I am not able to tell you.

Question. Have you any information upon the subject?

Answer. I was applied to, to make them.

Question. In Boston?

Answer. No, sir; in Washington.

Question. By whom were you requested to aid and assist in making those plans?

Answer. By Mr. Hibbard.

Question. Of what place?

Answer. Of Boston, I presume; I never saw the gentleman until then.

Question. Were you requested by other persons to furnish plans?

Answer. No, sir.

Question. Were you requested to aid and assist in plans for that board?

Answer. No, sir; not for that board.

Question. Were you, for any boards?

Answer. I have been asked heretofore—I can hardly tell when or where—to look at drawings; but this thing I have studiously avoided, and never did such a thing.

Question. I will ask you whether Engineer Martin has not aided, directly or indirectly, in making plans for vessels?

Answer. I have so understood, and also—but it is a mere understanding—that it is with the Secretary's consent; that, in consideration of his past services, the Secretary deemed it proper to allow him an opportunity of practicing his profession, as it were, in private life to a certain extent.

Question. Do you know, either from your own knowledge or from information derived from others—and in the latter case, state the source of the information—that engineers in the service have been employed by citizens to draw plans or specifications, to be afterwards submitted to them?

Answer. I never knew of but the one case of which I spoke, and in which I understand the Secretary granted permission; that is the case of Mr. Martin.

Question. For what particular case was that permission granted?

Answer. I do not know that it applied to any particular case.

Question. It was a permission to him generally?

Answer. Yes, sir, as I understood it; in consideration of his past services, as I before remarked.

Question. Do you know that Mr. Martin is the owner of a patent boiler?

Answer. Yes, sir.

Question. Is that understood among the engineers of the navy?

Answer. Certainly.

Question. Do you know how much he receives for the use of that right?

Answer. I believe he gets so much per square foot; I do not know.

Question. State about the average for a vessel.

Answer. For these smaller sloops I have understood that it was about five to seven hundred dollars.

Question. What would it be for the larger?

Answer. For the larger ones it would be something like fifteen hundred dollars; at that *pro rata* rate.

Question. When was this permission granted by the Secretary?

Answer. Directly after he left the office, as I have understood. That is mere understanding with me.

Question. What office does Mr. Martin now hold?

Answer. He is superintending engineer on the part of the department for the engines being constructed by James Murphy & Co., of New York, and Woodruff & Beach, of Hartford.

Question. Does he occupy the same rank, or a higher one, than you do in the service?

Answer. The same rank.

Question. Receiving the same pay that you do?

Answer. Yes, sir.

Question. I will ask you whether you have ever received a gratuity or employment from private citizens, since you have been an officer of the navy?

Answer. No, sir; I have not.

Question. Have you ever received any compensation for services in preparing plans or drawings for private vessels?

Answer. No, sir.

Question. Do you know of any cases of that kind?

Answer. I do not know any case, and I do not think there is a case except the one I have mentioned, which, as I understand, is authorized.

Question. Do you remember the names of the guarantors offered by Reany, Neafie, & Co., on their bid?

Answer. I do not, and I do not think they were furnished to the board; at least, not in that case.

Question. Do you remember the names of Peter G. Rambo and Samuel Rotan?

Answer. I do not remember them, sir.

Question. Had you any interview with the Secretary of the Navy with regard to the plans of this Griffith ship?

Answer. Not until after our reports had been made.

Question. Had you in regard to any of the ships?

Answer. I did have an interview with him in regard to the Griffith ship after we had made our report.

Question. What opinion did the Secretary express in regard to the bids?

Answer. I do not remember; the conversation was not very marked, or else I should have remembered it.

Question. Did he express his favor of or advocate the plan of Reaney, Neafie & Co.?

Answer. Neither.

Question. Were you a member of the board that convened, I think, in September, in regard to the sloops of war generally?

Answer. No, sir; I was not.

Question. Did you examine any specifications of those vessels?

Answer. No, sir.

Question. Do you know whether any of those plans were prepared by engineers of the United States?

Answer. I have no knowledge upon that point.

Question. Do you not know, either of your own knowledge or by information from others?

Answer. I have already supposed that Mr. Martin made the plan for Woodruff & Beach, or supervised it.

Question. From whom did you derive that information?

Answer. I cannot state.

Question. Was it spoken of in the department among the officers?

Answer. It has been spoken of among members of the corps.

Question. What other plan did he supervise? Did he supervise that of Murphy & Co.?

Answer. The probability is that he did, although I do not know that to be the case.

Question. Do you know whether he supervised the plan of Morgan & Co.?

Answer. I should hardly think he did; on the contrary, I think not.

Question. I will ask you, as an engineer, whether Mr. Martin would not know from the bids and specifications submitted, taking into consideration that he was a member of the board, which of the bids would embrace his boiler and secure to him the profit on his patent?

Answer. No, sir; I do not think he would.

Question. I will ask you to look at the specifications under which the bids are furnished, [handing witness a copy.] Look at the second clause of those specifications.

Answer, (after examining the specifications.) I hardly think he would; because I know that very many have proposed his boilers without any conversation with him at all in regard to it.

Question. Do not the bids necessarily specify whose boiler was to be used, or what particular kind of boiler?

Answer. Yes, sir.

Question. Is it not necessary to specify the kind of boiler?

Answer. It is, of course; but it does not necessarily include Martin's boiler.

Question. But would he not describe the boiler so that the engineer would know that Martin's boiler was meant?

Answer. Certainly. Whatever boiler would be bid for would be described and furnished.

Question. And Mr. Martin, sitting as a member of the board, would know whether his boiler was embraced in the bid or not?

Answer. Certainly he would.

Question. Is there anything upon the face of the specifications before you which prescribes, as a condition of acceptance, any particular boiler?

Answer. No, sir, there is not.

Question. If the board should choose a particular boiler, they would be at liberty to place their award upon the choice of the boiler?

Answer. They could place their award upon the choice of the boiler as furnished; but as a general thing—as a rule almost—it is the custom for bidders to include both kinds of boilers.

Question. To specify both?

Answer. Yes, sir; that is almost a rule.

Question. Do you mean that it is the custom to specify in alternative bids?

Answer. In their specifications they would say boilers having a certain amount of heating surface and of grate surface, with tubes either vertical or horizontal.

Question. Would the board then prescribe the boiler?

Answer. No, sir. In every case where Mr. Martin's boiler has been introduced, so far as my knowledge extends, it has been at the special request of the party constructing.

Question. I will ask you, as an engineer, whether it is considered proper among the engineer corps that Mr. Martin, as an engineer, should sit in judgment upon bids involving the use of his own boiler, or the choice between his own boiler and another?

Answer. I think the impression has been that Mr. Martin made a mistake in so doing; not that any one in the corps would believe, so far as I know, that he would be biased selfishly by the amount of his fee. I do not think that at all; but all have looked upon it as a mistake, in laying himself open to be criticised.

Question. Your corps generally regard their professional character so far above pecuniary inducements as to regard a pecuniary interest as not of any moment?

Answer. I speak especially of Mr. Martin. For myself, I have that sort of respect and esteem for him that I do not for one moment believe that Mr. Martin is a man that could be influenced by any consideration of that kind.

Question. Your remark only applies to Mr. Martin?

Answer. It is hardly necessary to carry it any further.

Question. I will ask you whether you know of any inducements, recommendations, or influences having been brought to bear by any officers of the government to influence the award of these contracts?

Answer. I do not, sir. I was one of those unfortunate persons that always get on the wrong side; I am always in the minority, and therefore am ignorant in regard to the matter.

By Mr. Groesbeck:

Question. You have said that it was a common practice to refer to boilers in alternative in the bids; I will ask you to state whether in the boards in which you have sat the character of the boiler has been a chief subject of examination?

Answer. Not a chief subject. In determining a contract I do not now recollect an instance where the kind of boiler controlled the determination.

Question. You do not know an instance where it decided the opinion of the board in making the award?

Answer. No, sir, not one.

Question. Your attention has been called to the fact of Mr. Norris' plans being seen by yourself in the office of Mr. Archbold; was that the proper place for them in the department?

Answer. Yes, sir; it was so far as I know.

Question. Do you know of their having been exposed to a single visitor who came to the office?

Answer. No, sir; I do not.

Question. Did you ever compare the plans of Reaney, Neafie & Co. with those of Mr. Norris?

Answer. Of course I saw them and examined them.

Question. Did you see anything in them that led you to suppose that one was copied from the other, or borrowed from the other?

Answer. There was no similarity at all between them; not the slightest; but it is fair to state this; we will suppose that Reaney, Neafie & Co., had those drawings; they could borrow from them and yet not copy from them; what I mean is, that they could borrow from comparison.

Question. The question is whether, looking at the two sets of plans it would strike any one that one had derived anything from the other?

Answer. No person would ever detect anything of the kind; they are as totally dissimilar in their arrangement as they possibly can be.

Question. You saw the plans of Mr. Norris in the office of Mr. Archbold; was there anything in reference to those plans that could be at all the subject of criticism in regard to the manner in which they were kept?

Answer. Not at all; I never heard anything about it until long after these boards had been sitting, that there was any such thing supposed.

Question. I understood you to say that you heard that Mr. Martin supervised the plans of Murphy & Co., and Woodruff & Beach?

Answer. No, sir; I said that I had heard that he supervised the plans of Woodruff & Beach, and I supposed that he did those of Murphy & Co.

Question. Was he upon either of the boards who decided upon those plans?

Answer. I believe he was.

By Mr. Bocock:

Question. When did Mr. Martin leave the office of engineer-in-chief of the navy?

Answer. I was not in the country, but I understand that it was a year ago last fall, if I remember right.

Question. During the present administration?

Answer. Yes, sir; I think so.

Question. Do you know anything, of your own knowledge, of his having supervised the plans either of Woodruff & Beach or Murphy & Co.?

Answer. No, sir.

Question. Why did you say you supposed so?

Answer. I have heard so; I made the statement that it was merely hearsay.

Question. I want to know if you have ever examined the bids and plans submitted to the board of which Mr. Martin was a member?

Answer. No, sir.

Question. You cannot say how many of the bids and plans included the Martin boiler?

Answer. No, sir; I do not know anything about that.

Question. You stated in your examination by the Chairman that you gave the preference to the bid of Reaney, Neafie & Co. over that of Mr. Norris?

Answer. Yes, sir.

Question. What did you think of the plan of Mr. Norris as a plan proper to be adopted by the government?

Answer. The plan of Mr. Norris is a very good one, but the plan of Mr. Reaney, in my opinion, is a better one. My report to the Secretary of the Navy was that I considered the plan of Messrs. Reaney, Neafie & Co. was more simple and more accessible to repairs. It is patent to all the world that the more simple the machinery is the more efficient it is. There was another very marked difference between them in regard to the propeller arrangement, the plan of the one revolving both of the propellers in the same direction, while the other revolved them in different directions. That probably is or may be the most important feature connected with the matter. I am inclined to think it is. The truth is there is perfect diversity of opinion in regard to it, because there is no precedent to establish judgment upon; it is a mere matter of theory.

Question. Do you mean to say that there is no practice in favor of either one of these plans?

Answer. One of them is self-evident.

Question. And the other is a scheme and experiment?

Answer. You might call it so; many people call it so.

Question. Which of these parties had the self-evident plan; and which one had the plan which is experimental?

Answer. Messrs. Reaney, Neafie & Co. had the plan in regard to which there was no doubt; what I mean is that the steering of the ship would not be affected by it. But there is a mechanical difficulty in getting around it which embarrasses their plan. But of the two evils I think that one the least.

Question. Was there never any machinery constructed for the vessels of the navy upon the plans of Mr. Norris, so far as you know?

Answer. Do you speak of the two propeller system, or of the plan of the engine?

Question. I speak of the whole plan.

Answer. We have never had the plan of the two propellers before; that is entirely novel, and embodied in both of their plans. That is a matter with the naval constructor; he was the gentleman who directed the two propellers.

Question. In what other respects did those engines differ?

Answer. Besides what I have said the engines were totally dissimilar?

Question. From what you have seen and from what you know, have you any reason to suspect that the Secretary of the Navy was guilty of partiality in awarding this contract to Reaney, Neafie & Co?

Answer. I have no reason at all to suppose anything of the kind. What the Secretary's particular reason was, I do not know. The reports were always very evenly balanced in regard to the giving out

of that contract. It was the only case I have ever known where the reports were so evenly balanced. In the two boards they were two and two; it all arose from this thing of turning the propeller.

Question. What was the difference between the bids?

Answer. Mr. Norris' bid was \$13,000 the lowest.

Question. Who composed the second board?

Answer. I do not think I can answer that question.

Question. Do you know how the second board was divided in relation to these plans?

Answer. I think the second board was in favor of Mr. Norris' plan, I may be mistaken; I never paid much attention to it. The third board was decidedly in favor of Mr. Norris' plan.

By Mr. Ritchie:

Question. Do you know of any circumstance in the case calculated to prevent an impartial decision?

Answer. I do not.

By Mr. Bocock:

Question. You decided in favor of Reaney, Neafie & Co. What was there, which, in your opinion, made it proper for the Navy Department to give \$13,000 more for their plan than for that of Mr. Norris?

Answer. For the reason that if one plan is better than another, it is measured by dollars and cents to the Navy Department. In the single department of simplicity alone, it is measured by dollars and cents, because it goes into the account of the repairs, and that is the only standard by which you can measure one plan with another.

By Mr. Ritchie:

Question. It is not measured then by the mere difference in the cost of the construction of the engines to the two builders of the engines?

Answer. No, sir. It would not surprise me much if Mr. Norris' plan should cost fully as much to construct as the other, if you take the mere construction of the engine. The object in boards being to obtain the advantages of the best plan, that is the consideration with us. It is not by any means the least expensive engine which is best for the government to adopt.

By Mr. Bocock:

Question. One plan may be originally cheaper than the other, and yet the other one would save money to the government if bought at a high price?

Answer. Sometimes it is the case that it would be cheaper to take one that cost double the money that the other would, so far as the first cost of construction is concerned.

By Mr. Groesbeck:

Question. Do you know the firms of Reaney, Neafie & Co. and William Norris?

Answer. I do not know either of them. Mr. Norris I never saw until about that time. I cannot say whether it was before I saw his plans or after, but it was about that time; and Reaney, Neafie & Co. I never saw.

Question. Do you know the reputation of the house of Mr. Norris for doing the kind of work that is here required?

Answer. It is probably hardly to the point, but my idea about the building of government steam engines is that they should never go to an establishment except one for building marine steam engines. It has always been the rule with me to vote for no plan except for those of legitimate steam engine builders.

Question. What do you know in this case?

Answer. In this case the establishment of Mr. Norris is a locomotive establishment of undoubted reputation, so far as that is concerned; but that is not the kind of business that gives experience always for the building of marine steam engines.

Question. How with regard to the other establishment?

Answer. That is an establishment of more reputation.

Question. Reputation for what?

Answer. For building marine engines.

Question. What kind of engines do they build?

Answer. A great number of propeller engines, but none very large; their reputation is not equal to that of Merrick & Sons; I do not wish you to understand that by any means.

Question. This is a smaller engine than the other one?

Answer. Yes, sir.

By Mr. Bocock:

Question. Were the plans of the Allaire Works brought before the first board as well as the plans of Reaney, Neafie & Co. and of General Norris for this Griffith plan of the sloop-of-war?

Answer. They had in a plan originally. They put in a plan for which they asked \$140,000. Their price would throw them out.

Question. Was it for this particular vessel?

Answer. Yes, sir; they were ruled out in that case.

Question. Was it in consequence of excessive price?

Answer. No, sir; they were ruled out because their plans were not adapted to the vessel. In order to obtain any speed in this Griffith ship the propeller must revolve 100 times a minute. Their engines were direct action engines, and no member of the board would endorse such engines for that number of revolutions.

Question. Was any member of that board in favor of that plan and bid?

Answer. No, sir.

By Mr. Groesbeck:

Question. What would be the effect of 100 revolutions upon such engines?

Answer. That is too great velocity to drive machinery of that size and weight; this bid of the Allaire Works was before both boards; the Allaire Works also had a bid before the board before whom the other contract was laid; there it was laid aside for a different reason; but in our case it was laid aside for the reason I have given, their using a direct action engine.

By Mr. Bocock:

Question. Was their plan submitted to the civil board?

Answer. I think not; the issue was between the two, Norris, and Reaney, Neafie & Co.

Question. You say that the first boards were divided between the two; but that none of them approved the plan of the Allaire Works?

Answer. Yes, sir.

By Mr. Groesbeck:

Question. You speak of so many revolutions a minute, was there any guarantee of the number of revolutions, and of the speed of this vessel?

Answer. No, sir; that would be ridiculous; how can people guaranty the speed of a thing they never saw built; they do not know whether it is in a square box or not.

Question. Did they not have a drawing of the section of the ship?

Answer. Yes, sir; people may say they will do so and so, but it is nonsense to talk that way.

Question. Can you not determine with some certainty, if you have a model of the vessel with the engines to go into it, the number of revolutions required; can you not make the guarantee?

Answer. Yes, sir, when you have a great number of boats of similar size and the data to go upon; but in sea-going vessels they are all different sized vessels, and differ in almost every respect.

Question. Then you stipulate for a number of revolutions a minute without regard to the speed?

Answer. Yes, sir, we can guaranty the number of revolutions per minute, but it depends upon the model of the vessel whether that will give the speed or not.

Question. Did the Secretary appear to take an interest in getting the best vessel?

Answer. The Secretary appeared to take a very great interest, especially in regard to speed. He seemed to have a great desire that the vessels he was building should attain a speed superior to anything that has ever been built; that has always been the wish he has expressed in every interview I have had with him.

FEBRUARY 3, 1859.

W. E. EVERETT recalled.

By the Chairman:

Question. Has the Secretary of the Navy ever asked your opinion as to the novel machinery at this navy yard for the new Pensacola sloop?

Answer. I think I volunteered it; I do not think I could say he asked me; but we had some conversation in relation to this subject.

Question. How many ships are building at Pensacola?

Answer. Two.

Question. One by contract with Merrick & Sons?

Answer. No, sir; one is built under contract with the Morgan Iron Works, and one by the government, at this yard.

Question. Where is the machinery constructed for the second vessel?

Answer. That is building at the yard in Washington, by the government.

Question. What is the peculiarity or novelty of this vessel?

Answer. It has four engines, and a peculiarity of valve motion.

Question. Has it been approved, to your knowledge, by any engineer of the navy of the United States?

Answer. I am quite certain that it has not been approved by any, or by any other engineer excepting those immediately connected with its construction.

Question. Who are the superintending engineers?

Answer. The plans are to be made by Mr. Sickles, I suppose, although it goes by the name of Dickinson & Sickles.

Question. What is your opinion of its success?

Answer. I do not endorse the plan at all, sir.

Question. What is the name of that vessel?

Answer. Neither of these new vessels are yet named.

Question. Were they ordered to be built by the last act or by the act of 1857?

Answer. By the last act. There are two sizes of sloops, and the larger is called sloop No 1, and the smaller sloop No. 2, by way of designation.

By Mr. Groesbeck:

Question. Is that being built under contract?

Answer. No, sir.

Question. It is built directly by the government at the navy yard?

Answer. The arrangement, I believe, is that the Secretary gives Mr. Sickles \$5,000, (I think is the amount,) for the patent fee and for supervision.

Question. Its construction is quite different from the usual plans?

Answer. It is entirely novel.

Question. What do you say the peculiarity is?

Answer. It may be said to be novel throughout, so far as the steam portion is concerned. It has four engines.

Question. You would call it an experiment, would you?

Answer. I should, certainly.

Question. Is it highly commended on the other hand by scientific engineers and skillful men?

Answer. I think not. I think it would not be, for I have never heard any one speak well of the plan.

Question. How happened it that that was not put out to contract?

Answer. I presume the object of the Secretary was to permit Mr. Sickles to have an opportunity to test his particular ideas of propulsion.

Question. I suppose he could not attain this experiment under contract, because there would be no bidders upon such a proposition?

Answer. I suppose not.

By Mr. Bocock:

Question. You have been shown an affidavit of Mr. Griffith in relation to the tracings sent from the office of the chief engineer of the navy, to Reaney, Neafie & Co. Please to state from your

judgment and knowledge as an engineer, how far the information which appears by that affidavit to have been sent, would enable Reaney, Neafie & Co. to copy the drawings of Mr. Norris, how far it would be available.

Answer. It would be a matter of no particular information. It would be simply a saving of the labor of making that very simple arrangement. That portion of the drawing is of a very simple character. It is of no particular importance, because both would be necessarily almost identical.

Question. Do these things, shown there to have been sent, constitute any material part of the peculiar plan of machinery of either party?

Answer. No, sir; so long as the naval constructor had decided to have two propellers.

Question. Was it information that was obliged to be given?

Answer. It was of no importance so long as it was a foregone conclusion, that the ship was to have two propellers.

Question. When the naval constructor, Mr. Griffith, decided that his ship was to have two propellers, was it or not, fair that all the bidders should know that fact?

Answer. Undoubtedly it was.

Question. Was it necessary?

Answer. Most certainly.

Question. As a chief engineer of the navy, was it in your judgment improper that these plans and drawings should have been placed where you could see them?

Answer. No, sir.

Question. As a chief engineer of the navy would you have felt at liberty, having seen the plans and drawings of any bidder to communicate anything in reference to any of those plans and drawings to any competing bidder?

Answer. No, sir; nothing of any moment or importance. If you will allow me, I will here make an explanation. I notice that Mr. Whipple is spoken of as having told Mr. Norris that the centres of gravity were not marked upon the drawings. This might seem of some importance; but really it is not of the slightest importance; no more than to tell him the color of the paper upon which it was drawn.

Question. As a chief engineer of the navy, familiar with the rules and plans of letting work, do you say that, in your judgment, it was improper that the Secretary of the Navy should communicate to Reaney, Neafie & Co. the information which appears, by the affidavit of Mr. Griffith, to have been communicated?

Answer. Strictly speaking there was no impropriety in it, because there was no absolute information furnished; yet it is just one of those things that the opposing bidder might take exception to. It was of no real value.

By the Chairman:

Question. Do you know what information was furnished to Reaney, Neafie & Co?

Answer. No, nothing further than appears from this paper to have been given.

Question. If no other information than that was given you think it would not be improper?

Answer. I think it would not.

Question. Suppose that the side elevations and general plans of Mr. Norris were shown—would that be improper?

Answer. In this particular shape, having two propellers, the side elevation becomes a necessity to show, for the reason that it becomes necessary in making these plans to know where the shafts would pass through the ship. When there is but one propeller, of course the shaft passes through the middle, but when there are two they must be located, in order that it may be known whether they are to come out sixty feet, fifty feet, or forty feet from the stern, or what the distance will be. It becomes a necessity to make the drawing intelligible.

Question. But further information than that given in the drawing you think ought not to be given?

Answer. It depends upon how much further information it is.

Question. Could any further information have been properly given to one and not to the other?

Answer. Unless you give me particulars I should answer generally, no, but there might be some little technical thing.

By Mr. Groesbeck:

Question. Suppose that Mr. Norris was in consultation with Mr. Griffith from the beginning in planning this vessel, the machinery, and models not given in the plan—do you or do you not consider Mr. Norris as being more greatly favored in bidding than Reaney, Neafie & Co., having only the information alluded to in that paper?

Answer. He would be, because he would have more time to digest his plans.

W. E. EVERETT.

No. 23.—TESTIMONY OF WILLIAM NORRIS, PHILADELPHIA.

FEBRUARY 1, 1859.

WILLIAM NORRIS called and examined.

By the Chairman:

Question. What is your business?

Answer. That of civil and mechanical engineer.

Question. Where do you reside?

Answer. In Philadelphia.

Question. Did you submit any proposals for furnishing the engines and machinery for the sloop-of-war now building at Philadelphia?

Answer. I did.

Question. When did you submit those proposals to the Navy Department?

Answer. September 8, 1858.

Question. Who composed the board that acted upon your proposals?

Answer. The first board was composed of Mr. Archbold, the engineer-in-chief, Mr. Martin, Mr. Wood, and Mr. Hunt.

Question. What information did you receive from any of the members of the board or any of the officers of the government as to the action of this board?

Answer. I understood that there was no action at all, except to recommend, inasmuch as there was one set of drawings suited to the peculiarity of the ship, to the department to call for bids afresh.

Question. Do you know whether Mr. Martin expressed any opinion upon your plan at the time?

Answer. I understood so.

Question. From whom did you hear that Mr. Martin had expressed an opinion?

Answer. I heard it second-hand, through Mr. Archbold.

Question. Did you have any conversation with Mr. Archbold or Mr. Martin about it?

Answer. No, sir; not with either of them.

Question. Did your proposals include what is known as the Martin boiler?

Answer. They did not.

Question. What was your plan of boiler?

Answer. The horizontal tubular boiler.

Question. What kind is Mr. Martin's boiler?

Answer. The vertical tubular boiler.

Question. Do you know whether Mr. Martin or Mr. Archbold, after making the report you speak of, took any position in regard to your proposals?

Answer. Not of my own knowledge.

Question. What did the Secretary of the Navy do upon this report?

Answer. He immediately ordered a new board, consisting of four engineers of the navy. But upon my complaint to the Secretary that neither Mr. Martin nor Mr. Archbold were in favor of my plan;

that, in fact, they were opposed to me, as I well knew, he left both of them out, and appointed Messrs. Wood, Hunt, Whipple, and Everett.

Question. There were two of the old board and two new names upon this new board?

Answer. Yes, sir. I may as well remark here, that knowing almost to a certainty the animosity of Mr. Martin in regard to other boilers than his own, and that he would certainly object to horizontal boilers, that was the cause of my urgent request to Secretary Toucey to leave him and Mr. Archbold off.

Question. You made that request?

Answer. Yes, sir.

Question. Did you have any conversation with the Secretary in regard to Mr. Martin's interest in his boiler?

Answer. I did. I stated to him that for that very reason I did not want him upon this board.

Question. What did the Secretary reply to that?

Answer. "Hardly possible," said he; those were his very words; "hardly possible that Mr. Martin would object on that account."

Question. What is the amount that Mr. Martin receives for the use of his boiler?

Answer. I really cannot say.

Answer. There was but one besides my own.

Question. Do you know what proposals were submitted to the new board?

Question. Whose was that?

Answer. Of Messrs. Reaney, Neafie & Co.

Question. Of what place?

Answer. Of Philadelphia.

Question. What was the action of the second board upon these two propositions?

Answer. As I was informed——

Question. By whom were you informed?

Answer. By one of the engineers of that board.

Question. What did he say?

Answer. That two of that board were absolutely in favor of my plans, the other two were not against; but in their report they state to the Secretary that they consider the engines of Reaney, Neafie & Co. more easily accessible than mine; but inasmuch as they took up two-thirds more space, thereby destroying the very first principles of the strength of the ship, by taking away the bulkheads, they thought it would be better, so I understood it, to close with me, for they thought my machinery would be very successful.

By Mr. Ritchie:

Question. Do you know the reason why the other plan was finally preferred to yours?

Answer. I do not.

Question. Do you know of any advantage that their arrangement has over yours?

Answer. I know that it has none.

Question. That is your opinion about it.

Answer. Yes, sir, as an engineer.

Question. Do you know of any advantage that is alleged of it in its favor by other engineers?

Answer. There was a question in regard to the action of the propellers. The plan, or rather the engines of Reaney, Neafie & Co. drove their propellers contrarywise, while mine drove them both the same way; and there appeared to be an idea with the engineer-in-chief that propellers would work improperly if they both worked the same way; that they would act badly upon the steerage of the vessel.

Question. Was there any allegation made in reference to the action of the engine upon the propeller?

Answer. Yes, sir.

Question. What was that?

Answer. The engineer-in-chief stated that he knew of three instances where propellers, operating in the same way as mine, had been tried and were failures. Now these allegations were found to be false by Mr. Wood, one of the engineers and one of the examiners. I understood that Mr. Wood addressed a letter to the Secretary to that effect.

Question. Do you know that?

Answer. I do not know that for a certainty; but I have heard so.

Question. Did you hear it from the Secretary of the Navy?

Answer. No, sir.

Question. You say there were but two bids for these engines—yours and that of Reaney, Neafie & Co. Did your bid comply with all the requisitions of the specifications issued by the department?

Answer. With every one of them.

Question. What do you know of the bids of Reaney, Neafie & Co.? Did their bids comply with the requisitions of the specifications?

Answer. They did not.

Question. In what respect were they deficient?

Answer. They were deficient in several respects—in eight points, I think, as well as my recollection serves me now; at least so I was informed by one of the examining engineers.

Question. Did you examine these bids yourself?

Answer. I did not.

Question. Then you cannot state this from your own knowledge?

Answer. Certainly not; but from what two of the engineers told me.

Question. What ones were those?

Answer. Mr. Whipple and Mr. Jones.

Question. Are they here?

Answer. Mr. Whipple is here in waiting now. Mr. Toucey admitted all these delinquencies at a later period.

Question. To you?

Answer. Yes, sir, to me.

Question. That is in regard to the failure of the bids of Reaney, Neafie & Co. to comply with all the requisitions of the proposals called for by the department?

Answer. Yes, sir; he said that they were matters of no moment.

Question. Then he did not consider them at all material?

Answer. No, sir.

Question. Do you know who were the sureties of Reaney, Neafie & Co. under this contract with the government?

Answer. I heard from three of the members of these boards that one was their chief clerk, and the other was a hand on week's wages.

Question. Chief clerk of whom?

Answer. Of Messrs. Reaney, Neafie & Co.

Question. Do you know the persons yourself?

Answer. I do not.

By the Chairman:

Question. After the action of the second board, what did the Secretary of the Navy do?

Answer. The Secretary called me in and stated to me the difficulty of the second board. Taking a piece of paper he made a diagram of the action of the propellers. He agreed with me precisely in my view of the case. He confirmed and endorsed my opinion of the true effect of the action of the propellers revolving the same way, as in my plan.

Question. What further was said?

Answer. Some four or five days afterwards he decided, as he said he was anxious to give me the contract, to have a board outside of the navy. At my earnest request, begging him not to let any one know who should be upon that board, he wrote each individual letter himself, and no one in the office knew anything at all about the parties he had selected.

Question. What induced you to give this caution to the Secretary?

Answer. Rumor was rife everywhere; I was surprised at it. I was told that nothing could be trusted in the officers. This was upon my first visit to Washington upon the contract, and I was advised to avoid the officers.

Question. Did you communicate this to the Secretary?

Answer. I did.

Question. What reason did you give to the Secretary why you wished the board of civil engineers should be known only to himself?

Answer. The fear that some of the officers of the department, and particularly the engineering bureau, would interfere against my plan.

Question. What did you state to the Secretary about your fears that such had been the previous course of action?

Answer. I stated that I had been informed that the engineer-in-charge had done everything in his power against me.

Question. What did the Secretary reply to this?

Answer. I forget his reply. I believe he made no reply at that time.

Question. Whom did the Secretary appoint as members of this outside board?

Answer. The Secretary appointed Mr. Corryell, Mr. Jones, and Mr. Smith.

Question. Who was Mr. Smith?

Answer. Mr. Erasmus N. Smith; and, by the by, I have received from Mr. Smith his recommendations to the department. They are voluminous and of the very best character.

Question. But who is this Mr. Smith? What is his employment, and where is he?

Answer. He is chief engineer for the Havre line of steamers.

Question. Who was Mr. Jones?

Answer. He is the superintendent of the works of Isaac P. Norris & Co., in Philadelphia.

Question. What was the result of the action of this Board of Civil Engineers?

Answer. Two of them reported in my favor, and one of them reported against me.

Question. Who reported in your favor?

Answer. Mr. Jones and Mr. Smith.

Question. Was Mr. Corryell, at this time the superintendent of the Morgan Works in New York, then and now engaged in building one of the government sloops?

Answer. Yes, sir.

Question. Did you have any interview with the Secretary then?

Answer. I had, after some days.

Question. State what transpired at that interview.

Answer. The interview was not very definable, if I may say so, because the Secretary would not speak much upon the subject. I asked him repeatedly, day after day, when he intended to decide. I did not know the result of that board, however, until it came through the department. I asked Messrs. Smith and Jones what the result was, and they both individually replied, "You must get it from the Secretary."

Question. They declined to give you any information?

Answer. Yes, sir. Of course there was some doubt and anxiety in my mind about the matter; and when I heard that they had reported in my favor I asked Mr. Toucey if that was the fact. He said it was.

Question. What then occurred?

Answer. Nothing. He was too busy to decide to take up the matter, he said. He replied, for four days consecutively, that he had not time to take up the matter.

Question. From whom did you first hear of the actual award?

Answer. From a gentleman of the name of Lynch, who said he had got it from the department.

Question. Who is this Mr. Lynch?

Answer. I do not know what his occupation is.

Question. Did he tell you that he had got the information from the department?

Answer. Yes, sir.

Question. In the interview you had with the Secretary, between the time of the report of the civil engineers and his own award, did he say anything to you about a variation of the specifications or a variation of the proposals?

Answer. He did.

Question. What did he say?

Answer. He stated that he wanted speed, and that he wanted it guarantied; and he gave me a formula, noting it down with a pencil.

say \$150,000 for 17 miles per hour, deducting \$10,000 for every mile not so performed, and adding \$10,000 for every mile gained, over and above the \$150,000. I then gave him the addition to my proposals, beginning at \$180,000 for 20 miles per hour.

By Mr. Groesbeck:

Question. Are you willing to guarantee 20 miles an hour?

Answer. Statute miles, most assuredly I am.

Question. Is not that a pretty strong guarantee?

Answer. It is; but with these light draught vessels, of proper build and with proper lines, there is no kind of difficulty in it. But it will be at the expense for power I would not have guaranteed, as I said to Mr. Toucey, for the price of \$126,000, for the weight of material would have amounted to at least $33\frac{1}{3}$ or 40 per cent. more.

By the Chairman:

Question. Did you give him the guarantee?

Answer. Yes, sir; I did so, according to his own formula.

Question. Did he notify you that he expected to ask any other person to make this guarantee?

Answer. Not in the least. When he gave me that formula I could have sworn that I had the contract. I looked upon it merely as a matter of favor to the Secretary, as he had requested me to give him that great speed.

Question. Did you have any interview with the Secretary after giving that guarantee and before hearing of the final award?

Answer. Yes, sir.

Question. What was said then?

Answer. He then stated that I had lost in price; that my competitors had offered the lowest sum for a greater speed.

Question. When was this?

Answer. This was some days after I had given the guarantee; some time about the 27th of December, or thereabouts; on the 28th of December, perhaps.

Question. Did he tell you upon whose recommendation he had finally made the award?

Answer. He did.

Question. Upon whose was it?

Answer. Upon the recommendation of the bureau of the engineer-in-chief. He said he had sent back the documents to the engineer-in-chief.

Question. Did he exhibit to you the statement of the engineer-in-chief?

Answer. He did not.

Question. What did you say to him then, if anything, in regard to this action of the engineer-in-chief?

Answer. I said that it was fraudulent, that it was wrong, and that I would not submit to it. I then observed to him that I would give him an affidavit, the affidavit which I have the honor to submit to the committee.

Question. I would ask you to look over this paper and see if it is the complaint filed by you in the department. This is the official copy.

Answer. This is correct, with two exceptions: the expression "to answer their plans" should read "to alter their plans;" and then the schedule of sums. I was induced by Mr. Toucey's advice and request to make those sums \$175,000; consequently, making the seventeen miles per hour \$145,000 instead of \$150,000.

Question. Was the time included in your propositions for furnishing the engines after the ship was launched, less or more than the time specified by your competitor?

Answer. I do not know about that; my time was two months after launching.

Question. Look at the letter now shown to you and state whether that letter or communication was ever exhibited to you, or its contents made known to you?

[Witness was here shown a communication from Samuel Archbold to the Secretary of the Navy, dated "Office of the Engineer-in-Chief, December 24, 1858."]

Answer. This is the first time I have ever seen it or heard of it.

Question. Did you have any conversation with the Secretary of the Navy when you presented your affidavit, a copy of which has been shown you?

Answer. I had not at the moment.

Question. Did you have at any time afterwards?

Answer. Yes, sir; immediately afterwards, perhaps half an hour afterwards.

Question. What did he say to you then?

Answer. After he had read it, he said: "I can hardly believe this; but I do assure you, Mr. Norris, that if you can bring further proof, and can substantiate the fact that Mr. Archbold has furnished copies of your drawings, I will discharge him forthwith, and see you righted."

Question. Did you ever, at any time, furnish him any affidavits?

Answer. Yes, sir; I furnished positive affidavits; that is, certified copies from different persons: Mr. Griffith, Mr. Everett, Mr. Whipple, Mr. Smith, Mr. Jones, and others. This is a copy of the testimony I furnished.

[See Appendix "A" to this deposition.]

Question. Who acted for Reaney, Neafie & Co. in all these transactions?

Answer. A gentleman by the name of Witte, an ex-member of Congress from Pennsylvania.

Question. Is he a member of the firm of Reaney, Neafie and Co.?

Answer. Not that I know of; I have always understood that he was their agent.

Question. To what is his agency limited?

Answer. To the obtaining of contracts at Washington.

Question. Do you know how many contracts he has obtained from Washington?

Answer. I do not. I never knew him until about a month or six weeks ago.

Question. What was the degree of intimacy existing between Archbold and Witte?

Answer. Of my own knowledge I can say nothing of that.

Question. Did you have an interview afterwards with the Secretary of the Navy, in the presence of Mr. Witte, in regard to the charges made by you?

Answer. I had an interview with him, and one of the most surprising that I have ever encountered in my life. Mr. Toucey took this testimony and looked over it very carelessly, and then commenced by saying that he held in his hand the testimony which I had sent him. Then said he: "In regard to furnishing copies of your plans from the office, that is a matter of no moment, for I authorized Mr. Archbold to furnish them." I was struck dumb with astonishment; for he had said only a few days before that if I could substantiate the fact that those copies had been furnished he would discharge Mr. Archbold forthwith, and see me righted.

Question. What further did he say in regard to the want of compliance with the specifications of the plans of Reaney, Neafie & Co.?

Answer. He said it was of no moment, as there was a clause in every contract whereby these deficiencies could be made up.

Question. Was this conversation before or after the award was made to Reaney, Neafie & Co.?

Answer. It was before the award; the same hour. I will say here that I pronounced the securities given a fraud at once.

Question. What do you know about that? You said a while since that you knew nothing about these sureties.

Answer. I know nothing personally; but I have been told by two of the chief engineers.

Question. Did you mention that fact about the sureties to Secretary Toucey?

Answer. I did.

Question. What did he say to you; or, rather, what did you say to him first?

Answer. I said the sureties were "bogus;" that was the very term I used.

Question. Did you tell him the relation the sureties sustained to Reaney, Neafie & Co.?

Answer. Yes, sir.

Question. What was his reply?

Answer. It was, that that could be easily rectified; for when the contract was made it was the duty of the navy agent to see that the securities were ample.

Question. Did you say anything to Mr. Toucey in regard to certain engineers testifying to the frauds contained in the charges you made against Mr. Archbold?

Answer. I did. I requested permission for them to do so, as it is a delicate matter always for an officer of the government to testify unless he has permission of his superior to do so. I earnestly requested Mr. Toucey by letter to enable me to substantiate the fact of

the copies of the drawings being furnished; but Mr. Toucey paid no attention to my request.

Question. Did he make you any answer at all?

Answer. Not at all.

Question. Something has been said about your specifications not mentioning the work at which you proposed to build this machinery. Did you mention in your proposals the works at which these engines were to be made?

Answer. I did before the expiration of the time required by the advertisement.

Question. What was the name of the works you proposed?

Answer. The Norris Works, Bush Hill, Philadelphia.

Question. What is the capacity of that establishment?

Answer. They can work from 1,000 to 1,200 hands; have worked 900.

Question. How large is it in comparison with other establishments in the United States?

Answer. I think it is the largest in the United States. It covers more ground, and it is more commodious.

Question. How does it compare with the works of Reaney, Neafie & Co.?

Answer. It is of twice the size.

Question. Do you know, of your own knowledge, or have you been informed by any officer of the government, of any recommendations, influences, or inducements which either Reaney, Neafie & Co., or their agent, Mr. Witte, brought to bear upon any engineer or officer of the government in awarding this contract?

Answer. I know nothing of my own knowledge.

Question. Is there any other fact bearing upon this matter that you deem material; if so now is the time to state it; any fact within your own knowledge?

Answer. Nothing within my own knowledge, but thousands of rumors.

By Mr. Ritchie:

Question. Are you one of the owners of the Norris Works?

Answer. I am interested in it. I was the original founder of that firm in 1832; in 1842 I went to Europe.

Question. Do you mean by being interested that you are a part owner of the establishment?

Answer. No, sir; only that I have an interest in the proceeds.

By Mr. Groesbeck:

Question. Are you one of the firm?

Answer. No, sir; I am the consulting engineer occasionally.

Question. You are not liable for any of the obligations of the company?

Answer. No, sir.

Question. Then you are not upon the firm in any way?

Answer. No, sir.

By Mr. Ritchie:

Question. What description of engines are built principally at these works?

Answer. Locomotive engines only.

Question. Would there be any difficulty in the company building proper engines for sea-going vessels?

Answer. Not the slightest. I said they make locomotive engines only; they make shafts and heavy castings for steamers.

Question. Was it your intention to have built this engine out and out at your works?

Answer. No, sir; no shop in the country can do that.

Question. You would have built the most of it?

Answer. Yes, sir; the greater part of it.

By the Chairman:

Question. Please state in what particulars the proposals of Reaney, Neafie & Co. do not conform to the specifications.

Answer. There are eight particulars.

Question. State them if you please.

Answer. 1. Consumption of coal for horse power per day, as required by the advertisement.

2. Working power of steam.

3. Weight of machinery.

4. Centre of gravity of machinery.

5. Area of foot valves.

6. Surface of propeller.

7. Kind of propeller.

8. The space taken for their engines exceeds the space allowed in the mid-ship section of the ship as furnished to them by the department.

Question. Are these the variations to which you called the attention of the Secretary of the Navy?

Answer. Yes, sir; these are the same.

Question. Did you communicate these things in writing?

Answer. I did.

Question. I will ask you whether you sent to the department any political letters, or letters of a political character, to favor your application?

Answer. I did, sir.

Question. Please state the reasons for that course.

Answer. I should qualify my statement. When I found there was a doubt and a delay on the part of Mr. Toucey, and when I heard that I was considered a whig and not a democrat, I immediately went off to Philadelphia, obtaining letters stating my position there, what it had formerly been, and what it was at the present time. I received letters from the collector and the surveyor of the port, from Mr. John Brenner, jr., Mr. Phillips, &c.

Question. What are your political relations, and what is the political standing of your competitors, Messrs. Reaney, Neafie & Co.?

Answer. I have always understood that they were whigs.

Question. Are these copies of the letters sent in in regard to your political standing?

[Witness was here shown official copies of letters furnished from the Navy Department.]

Answer. I think they are correct copies.

Question. Is it a common thing among bidders and applicants for contracts let by the government to establish this point first?

Answer. It is absolutely necessary now. When I first sent in my proposals I had no idea that it would be necessary. You will perceive by the dates of these letters, being November 10, November 16, and December 20, 1858, that it was not until I found that there was a halt on the part of Mr. Toucey that I obtained them.

Question. Was this award made before or after the election in Pennsylvania?

Answer. After the election.

FEBRUARY 2, 1859.

WILLIAM NORRIS was recalled.

By Mr. Bocock:

Question. Under what specifications did you put in your first bid for the ship building at Philadelphia?

Answer. Under those that are at present in this office.

Question. The specifications for all the ships?

Answer. For all the ships, sir.

Question. Was there anything peculiar to the ship at Philadelphia in the manner of its construction?

Answer. It was very peculiar and distinct from all other ships in the way in which it was to be built.

Question. State the peculiarities of that ship.

Answer. That ship was to be built by Mr. John W. Griffith. He was appointed, at my instance, temporary constructor at the Philadelphia navy yard. This ship was intended for great speed, and was constructed with a broad beam, necessarily requiring certain bulkheads in order to strengthen and make the whole complete and perfect, and as strong as anything could be built. It was necessary to make the engines accordingly, to suit these bulkheads spoken of by several of the witnesses. The machinery and the ship were a unit, all calculated at the same time with that one view of great speed, great strength and efficiency.

Question. State more fully the peculiarity attending the construction of that ship by Mr. Griffith, in relation to the manner of superintending that ship in its construction, so far as the immediate responsibility of the Navy Department and the officers of the navy are concerned.

Answer. The officers of the navy had no responsibility. The whole responsibility was given to Mr. John W. Griffith.

Question. He was not an engineer of the navy?

Answer. He was not an engineer of the navy, but in my opinion the first naval architect, and of European fame.

Question. In all the other cases they were to be built under the superintendence of the regular engineers of the navy?

Answer. Yes, sir; under the Bureau of Construction.

Question. Through the supervision of one of the engineers of the navy?

Answer. Not through the engineers of the navy, but through the constructors.

Question. Was not an engineer appointed to superintend their construction?

Answer. No, sir; but constructors were. In this case Mr. Griffith was appointed naval constructor, and a great deal of latitude was allowed him in fashioning the shape and planning the vessel. He had a *carte blanc* with regard to it.

Question. Were the same specifications which were suited to the other vessels adapted to this?

Answer. By no means.

Question. Do you know whether other bidders had any opportunity to know the peculiarities of this ship?

Answer. It was never intended they should; that was Mr. Toucey's plan from the first.

Question. Did Mr. Griffith inform you as to the particulars?

Answer. We formed the ship and engine together, sir, from the very beginning.

Question. Was it possible before the first board that there could be competition for the machinery of this first vessel?

Answer. Yes, sir; because the orders were given so that all bidders would find the midship section of the ship at the office of the Bureau of Construction in this city. They applied there and received the midship section.

Question. Was that before the assembling of the first board?

Answer. Yes, sir; before.

Question. Had Mr. Griffith furnished that midship section?

Answer. Yes, sir.

Question. Was that sufficient to enable parties to bid?

Answer. It is the only thing given by the Bureau of Construction: the midship section.

Question. Was that sufficient in this particular case?

Answer. It was.

Question. You say that the department did furnish sufficient data to enable parties to bid intelligently for this vessel?

Answer. I do not know whether the department furnished it; but it was furnished by Mr. Griffith to the department, and was sent to the Bureau of Construction, and then the officers of the Bureau of Construction gave the midship section to applicants.

Question. Then there was an opportunity for fair competition for the machinery of this vessel before the first board?

Answer. No, sir; not before the first board; I do not think there could have been.

Question. Then you misunderstood my question.

Answer. I beg your pardon; before the first board I do not think there could have been.

Question. Then this information with regard to the midship section was lodged in the department and communicated by the department after the first board sat?

Answer. No, sir; it was before the first board; the information

given to the bureau was sent in before the first board met; but whether they received this information I do not know; Mr. Toucey said they had not, and that was one of Mr. Toucey's arguments for calling another board; the drawings were in and the midship sections taken.

Question. But you have no knowledge whether any information was given before the first board?

Answer. No, sir.

Question. I think you stated that your drawings were the only drawings suited to the ship?

Answer. Yes, sir; they were the only drawings suited to the ship.

Question. What did that first board decide?

Answer. That first board decided nothing.

Question. Did none of the members of the board express any opinion at all upon your plan?

Answer. I understood that two gentlemen did; but inasmuch as there were no competing bids they gave no opinion as a board.

Question. How was it with Messrs. Martin and Archbold?

Answer. They did give an opinion, as I understand by hearsay.

Question. Do you not know the fact from information received at the department?

Answer. No, sir.

Question. You say that you stated to the Secretary of the Navy that you did not wish Mr. Martin and Mr. Archbold to sit upon the second board; was that because they had expressed an opinion against your plan?

Answer. Yes, sir.

Question. You acted then upon that belief?

Answer. Yes, sir; I stated what I certainly believed.

Question. How about the other board? Did they express any opinion either way?

Answer. That is hearsay also. I understand that two were in favor and two opposed. That was the general belief.

Question. Have you any knowledge that two upon the first board expressed an opinion in favor of your plan?

Answer. I heard it stated that two were in favor of it, but that the two in favor of it thought it best not to say a word about it, but inasmuch as there were no competing bidders, to let it go again before the public.

Question. Those two others who were in favor of your plan sat upon the second board, did they not?

Answer. I believe they did. Let me see—they did.

Question. Who were they?

Answer. Mr. Hunt and Mr. Whipple.

Question. What opinion had Mr. Hunt as a member of the second board?

Answer. Mr. Hunt was in favor, as I understood.

Question. You have seen the report of the second board?

Answer. I have not seen the report of that board.

Question. How did the second board decide?

Answer. The second board decided, two absolutely in favor, and two demurred, in consequence of the greater accessibility of the plans of Reaney, Neafie & Co.

Question. All preferred your plan to the plan of Reaney, Neafie & Co.?

Answer. No, sir; and yet they did not prefer the plan of Reaney, Neafie & Co., because they stated that it took up one-third more room.

Question. Do you mean to state that none of that board recommended the adoption of the plan of Reaney, Neafie & Co.?

Answer. They did not, so far as I know.

Question. Did you state the complete specification in your first proposition entire?

Answer. There might have been one or two or three little items which I did not.

Question. In what particulars were you deficient, so far as you remember?

Answer. The first was with regard to the centre of gravity of the machinery.

Question. Did you state at first the length of time within which you would finish the machinery?

Answer. I did.

Question. That accompanied the first proposal?

Answer. Yes, sir; within two months after the launching of the ship.

Question. Did that go before the first board?

Answer. Yes, absolutely.

Question. Was the third board composed of outside engineers?

Answer. Of civilians.

Question. Did you ever say anything upon the subject to either of these gentlemen?

Answer. Religiously, I never knew one of them; I never saw one of them.

Question. One of them was from Philadelphia?

Answer. I never saw him in my life until I met him here in Washington. I was informed at Washington that he was one of the examiners.

Question. What was the next thing that occurred after the action of this board of civil engineers?

Answer. I have no idea.

Question. Did you go forward and claim the contract under their award?

Answer. Certainly I did.

Question. Did the Secretary delay from day to day?

Answer. He did; he gave me no information at all.

Question. Did he say anything about the speed being guaranteed?

Answer. That was considerably later.

Question. Before the action upon the bids, did he submit any proposals with regard to guarantying the speed?

Answer. Yes, sir; when I was as confident of receiving the con-

tract as I now am that I am sitting here, Mr. Toucey wished the speed guarantied, and thought I should do it. Mr. Toucey's formula was seventeen miles, at \$150,000, which he would be willing to give, with a falling off of \$10,000 per mile.

Question. Did he submit a guarantee for speed, for your adoption?

Answer. He did; and the day after the other parties got my figures and cut me down \$1,000.

Question. Are you sure of that?

Answer. I am confident of it.

Question. Did they alter their bids at all? Did not they submit their bids in the first instance upon the day after you did?

Answer. Yes, sir.

Question. Did they change their bids then?

Answer. They changed their bids after that, as you will find if you will refer to the documents.

Question. Did they guaranty the speed in their original bid, or did they change their bid?

Answer. They offered to contract, according to the report of the engineer-in-chief, that, "under favorable circumstances, on the trial trip they will guaranty a speed of sixteen miles per hour, price \$139,000, and will forfeit \$15,000 if fifteen miles per hour only is attained, or \$7,500 for each half mile between fifteen and sixteen miles per hour which they fail to accomplish."

The engineer-in-chief also says in this report: "Being also of the opinion that, with steam machinery in this vessel of good design and well executed, a speed in smooth water of fifteen miles per hour may be obtained, and as Messrs. Reaney, Neafie & Co.'s bid for this speed (\$124,000) is \$6,000 less than Mr. Norris', I consider it would be to the public interest to award this contract to them, with the distinct understanding that if any slight modification of their present plans is considered necessary by them to fulfil the contract, that no increase of space for the steam machinery be allowed; that the stipulated speed is to be performed during at least six consecutive hours at the load draught of water, the successful performance at sea for three months guarantied, and that during the trial trip the engines, boilers, and dependencies are not to be subjected to any undue strain or pressure to produce the stipulated speed."

Now, sir, the difference between my offer and this is this: I guaranty to go, successively, hour by hour, day by day, week by week, at a speed of 16 miles per hour, while they, Reaney, Neafie & Co., only guaranty six consecutive hours' running at that rate of speed. If they do it for six consecutive hours at any time they please they have performed their contract, their duty, according to the report of Mr. Archbold.

Question. If they do it for six consecutive hours at any one time, can they not do it at any other time?

Answer. I doubt it.

Question. You guaranty to make a vessel run 20 miles an hour for \$180,000. With what rapidity do our swiftest vessels go now?

Answer. The Niagara can be pushed to 20 miles per hour; and I

have no doubt that Mr. Everett, who has been the chief engineer on board of her, will say she has been able to do that.

Question. Will you say that it is practicable in a vessel of that size and in the space allowed you to build her machinery so as to run 20 miles an hour?

Answer. I can in the space allowed, but not with the present machinery.

Question. You could in the space allowed?

Answer. Yes, sir.

Question. Did you submit a plan of machinery to the department that would enable you to propel this Griffith ship at 20 miles per hour?

Answer. I did not. But it would be necessary to increase the fire surface of the boilers; the space occupied lengthways of the ship would of course be larger, but not the width sideways.

Question. Upon the guarantee of time, giving 16 miles an hour for 6 consecutive hours, they bid their original bid of \$139,000 which was \$1,000 less than your bid. Now what is the difference between their bid and yours at 15 miles an hour?

Answer. It was \$2,000 less.

Question. Is that stated so in that report?

Answer. I am speaking of the original bid; this is wrong. My price for 15 miles an hour was \$126,000.

Question. Did you stipulate for 15 miles an hour?

Answer. No, sir; I stated it verbally at the very commencement to Mr. Toucey.

Question. When called upon to make an offer for a guarantee of time what proposals for 15 miles an hour did you make?

Answer. \$130,000.

Question. What was the bid of the other side?

Answer. \$124,000 as appears by Archbold's report.

Question. When you ascertained that the Secretary of the Navy was likely to give the bid to Reaney, Neafie & Co., you protested?

Answer. I did.

Question. What was, or what did you make, the ground of your protest?

Answer. The fraud that I was certain could be proven, and which, I think, has been proven.

Question. In what did the fraud consist?

Answer. In the engineer-in-chief furnishing copies of my drawings to Messrs. Reaney, Neafie & Co.

Question. Have you ever put in any affidavits to that effect, besides what you filed before the secretary?

Answer. No, sir; but I shall receive more to-day.

Question. What proof did you bring of that fact before the Secretary?

Answer. I brought proof that young Mr. Reaney stated to Mr. Griffith that he had certain drawings from the department.

Question. Of what did those drawings consist?

Answer. They consisted of the stern of the vessel, with the propeller shafts and propellers.

Question. Was that a part of your plan or of Mr. Griffith's plan?

Answer. A part of my plan.

Question. Was this information such as might have been varied by the engineers, or was it such as was necessary, according to Mr. Griffith's plans.

Answer. They could have been varied.

Question. Are Mr. Griffith's plans carried out?

Answer. Not according to his idea.

Question. Was not this information, which was communicated to Messrs. Reaney, Neafie & Co., necessary parts of Mr. Griffith's plan?

Answer. Not absolutely necessary, because other arrangements could be adopted.

Question. Were not these arrangements adopted by Mr. Griffith himself?

Answer. No, sir; by myself.

Question. Do you mean by yourself alone?

Answer. In consultation with Mr. Griffith; for the machinery and the ship constituted a unity from the beginning.

Question. Is this the testimony to which you refer? (showing witness appendix to this deposition.) I read from the letter of Mr. Griffith to you as follows, under date of December 31, 1859: "During the interval between the adjournment of the first board and the meeting of the second, Mr. Reaney of the firm of Reaney, Neafie & Co., called on me in reference to machinery for vessel and desiring information. During the interview, Mr. R. informed me that he had received a tracing from Washington of section of the vessel. On questioning him I found that the tracing he had received was one of your plans, showing side elevation, with shaft and propellers; as I had furnished no such drawings, and you had, I was satisfied that the tracing was from your drawing and not mine."

Answer. Yes, sir; that is what I referred to.

Question. Was it possible for a man to adapt his machinery to that vessel without having that information?

Answer. Without having my machinery?

Question. Without having this information?

Answer. Certainly they could do it.

Question. And do it properly?

Answer. Certainly they could.

Question. Did the adaptation of the machinery have reference to the side elevation of the vessel, or did not the side elevation of the vessel have control over the adaptation of the machinery?

Answer. Not at all; because it depends altogether upon placing the bed plates of your machinery; the engines, you may put them too high or too low down; and if you wish to have the propeller for a ten foot draught vessel you must have certain centres.

Question. You said yesterday that when you made this statement to the Secretary, he told you that this was impossible, and that if any officer of the government had furnished these drawings he would turn him out?

Answer. He did say so.

Question. When you brought these papers to the attention of the Secretary, did he have any paper from Reaney, Neafie & Co?

Answer. I do not know.

Question. State what took place when you came to ask his decision upon the evidence?

Answer. When the Secretary said if I could substantiate my charge he would discharge the engineer-in-chief and see me righted; I told him I would go on to Philadelphia at once in order to get this testimony to prove everything in my paper; I did go on, but while I was in Philadelphia it struck me that it was necessary to obtain the Secretary's permission to enable Messrs. Everett & Whipple to testify; I accordingly addressed the Secretary a letter to that effect, to which he never replied; I obtained my testimony as you now have it on file, and called to see Mr. Toucey; after a day or two he took the testimony up, sheet by sheet, affidavit by affidavit, when he came to the first, Mr. Griffith's statement, he said, "in regard to taking these drawings, that is a matter of no moment, for I authorized the engineer-in-chief to send these drawings;" when he said this I saw very evidently that the Secretary had condemned himself; I said, "Mr. Secretary, it is impossible for you to say so now when you were so indignant the other day;" he then passed on to the other papers, and paid no attention to what I had said; he said that Mr. Whipple did very right not to testify; and, as for Mr. Smith, he considered him to be a very able engineer, but he had been waylaid and influenced by me to vote in the way he did, and as his previous determination had been not to select a man from Philadelphia upon this board, but that in consequence of other parties resident in New York and in other places being occupied, and not hearing from them, he was compelled to go to Philadelphia, and he had therefore selected Mr. Jones, of Philadelphia, who with Mr. Smith and Mr. Corryell, constituted the board; therefore, said he, I considered Mr. Jones of no account at all; I cast him out; I did not consider his report as anything; but I considered that Mr. Smith, of New York, and Mr. Corryell, of New York, were the only two members of that board, and one voted in favor of your plan and one voted against it; then he summed up all the reports together and said, that there was one majority against me; he then went on to the question of the delinquencies in the plans and specifications of Reaney, Neafie & Co; he said that those delinquencies were of no moment, for there was a clause in the contract by which all those delinquencies might be remedied; "how about the strict compliance with the advertisement," said I; "that is neither here nor there," said he; he then went on to the matter of the guarantors; he said that when they came to make out the contract they would take care to have proper securities; then he said, that inasmuch as he had referred the matter back to the bureau, and the bureau had reported that on account of speed the bid of Reaney, Neafie & Co., was the most favorable, he would decide in favor of Reaney, Neafie & Co.; that was the whole of the matter.

Question. Are you sure that was the whole of the matter? When

you insisted that copies of your drawings had been given to Reaney, Neafie & Co., were those drawings brought up into the room in the presence of the Secretary?

Answer. Yes, sir.

Question. Were they laid down before you?

Answer. They were.

Question. Were you asked to show wherein they had copied your plans?

Answer. I was; and I said at once that it would be impossible for me, having no instruments to measure, to say at once what was the similarity. But there is a general appearance of similarity, said I. But do you see anything in particular, said they, that you can say was copied? Yes, I do, said I.

Question. Did you say so then?

Answer. I did. Will you point it out? said they. It is impossible for me to point it out, said I; you cannot tell from the boiler, unless you closely examine it, whether it is the same or not. I replied that the cylinders appeared to be sixty-five inches by three feet. Mr. Archbold immediately said, some other ships are of the same size. I believe that was all.

Question. Did you state that you had been mistaken in your supposition that your plans and drawings had been copied?

Answer. I did not; religiously I did not; for I could not say so. They were copied, and I never could have said that I had been mistaken.

Question. Not in the presence of Mr. Witte?

Answer. Not in the presence of any one.

Question. Will you tell me how you ascertained, between the meeting of the first and second boards, when you filed a protest against Reaney, Neafie & Co. having this contract, so I see by these papers here?

Answer. Not between the first and second boards, but between the second and third boards, I think.

Question. Perhaps that may be so. You stated various defects in their bids.

Answer. Exactly so.

Question. Well, how did you get at their bids, to know what these defects were?

Answer. I received that information from one of the engineers.

Question. Which one of them?

Answer. Is it necessary for me to say?

Question. It is.

Answer. Mr. Whipple.

Question. You then received specific information of their bids from Mr. Whipple between the first and second boards?

Answer. Not of their bids; but I received specific information that these delinquencies were there, that is between the second and third boards.

Question. Did you receive any other information than that these delinquencies were there?

Answer. None.

Question. Did you hear anything about the particulars of their plans?

Answer. No, sir, nothing.

Question. Mr. Whipple merely said to you that they had been delinquent in these particulars?

Answer. In certain particulars.

Question. Are you aware that any body informed the other side that you had been delinquent in any particular?

Answer. I have never heard of it.

Question. Will you tell me what, in your opinion, is of the most advantage to a bidder, to know the side elevation of the ship of his competitor, if that ship is a propeller, or to know the defects in the papers and plans of his competitor?

Answer. If you will pardon me, the cases are entirely different, because I got this information two weeks after this board had adjourned and sent in their report, not before. I never said one word to Mr. Whipple before that time.

Question. Did Mr. Whipple give you this information before your final proposals upon the subject of speed?

Answer. None that could have had or did have any effect upon that offer. The matter was considered as settled when I got this information. It strikes me that it was November 25 that he told me that, and the board sat on November 2.

Question. The board of outside engineers sat after that time, did they not?

Answer. The board of government engineers sat on November 2. I think the third board sat in December.

Question. December 20 is the date of their report.

Answer. It was about the 20th or 25th of November that I got this information. The instances cannot be regarded as the same, because this information was given to me two weeks, 18 days at least, after the adjournment of the board, after everything had been finished on the part of the board of November 2.

Question. I intended to have asked you to state specifically the difference between the machinery for this ship and the machinery for the other ships that were bid for, under general proposals. What was the difference in relation to the number of propellers?

Answer. All the other ships had but one propeller, and were calculated for but one propeller. For the Griffith ship the calculation was for two propellers.

Question. Did all the bids that came in under the original specifications, except your bid, have but one propeller?

Answer. Yes, sir.

Question. Your original bid, for this ship, had two propellers?

Answer. Yes, sir.

Question. From whom did you get the information as to the number of propellers for the ship? Was that your plan, or Mr. Griffith's?

Answer. My own.

Question. Did Mr. Griffith design the ship for two propellers, or for one?

Answer. We designed the ship together, for two propellers, and not for one.

Question. Did you expect the contract to be given you upon your original bid?

Answer. Certainly.

Question. Would you have thought that it would have been fair to have so given it?

Answer. Nothing could have been fairer, in my opinion.

Question. When you had all the information from Mr. Griffith, who was acting for the government, and the other bidders had none?

Answer. The Bureau of Construction had the midship section, and they could have gotten that at any time.

Question. It appears from the bids that these other bidders did not have the information that you had. You and Griffith, the government constructor, co-operated together, and he gave you this full information; and yet you think it would have been fair for you to have had the contract under these circumstances?

Answer. Most certainly; because, as I had told Mr. Toucey himself, I did not consider myself in the same condition as the others. This was a special ship, for a special duty; and as a *carte blanc* had been given for the ship, of course the machinery was included.

Question. I understand you to say that in this case Mr. Griffith was acting for the government, and had been appointed temporary naval constructor?

Answer. Yes, sir.

Question. And he gave you this information that nobody else got?

Answer. No, sir; he did not give me information, because he gave but a general information, the usual information. He sent his drawings down, according to the requisition of the Bureau of Construction, and no other person but the chief of the Bureau of Construction could give out the midship section, or any other information.

Question. Did you get the mid-ship section from the bureau?

Answer. No, sir, I knew it before.

Question. You got it in consultation with Mr. Griffith and not from the department?

Answer. Certainly not from the department, because, as I said before, the ship and the machinery were to be a unit.

Question. What do you think of the plan of having political testimonials, and getting contracts upon political testimonials?

Answer. I think it is a very shameful way of proceeding.

Question. Did you think so last November?

Answer. I did not, indeed; I thought it was the best thing in the world, for I hurried down to Philadelphia to get all the testimonials I possibly could.

Question. Do you know whether Reaney, Neafie & Co., sent any political testimonials to the department in relation to the subject?

Answer. Not that I know of; I saw a good many gentlemen of the House of Representatives there upon one occasion when I went in

with Mr. Witte and other parties; and I understood there, in the ante-chamber of the secretary, that they were boring.

Question. You did not know, however, in November, that any political testimonials in favor of Reaney, Neafie & Co., had been sent to the department?

Answer. I could not account for the delay, for really I thought my name was of sufficient strength—I was fool enough to believe so—to carry this contract without any outside aid. I was asked who were my political friends here. Said I “I know Mr. Phillips and Mr. Florence, the member from my city.” And some of my friends at the hotel said, “who have you got here to go with you?” Said I “nobody.” They told me it would be far better for me to get some political help in Philadelphia. I thought so myself from the great delay, which I could not understand the reason of. So when I came down from Philadelphia I brought a great number of letters; I did not read some of them.

Question. It was the delay that induced you to resort to political influence then?

Answer. Yes, sir.

Question. And not because you heard that Reaney, Neafie & Co. had sent testimonials of that sort?

Answer. I think it was from what I saw also. I saw that Mr. Witte was surrounded by two or three gentlemen, all members of the House of Representatives, and had gone into the office of Mr. Toucey; and that was what first startled me. There was a gentleman in the anteroom at the same time. Said I: “What are these gentlemen doing here?” “Oh, they are borers for Reaney, Neafie & Co.” was the reply.

Question. Do you know who used this language:

“On the score of politics, which I have never mentioned before, I have greater claims upon the government than my competitors. Our shop at Bush Hill, Philadelphia, was the first institution in this country that raised the banner of Buchanan and Breckinridge. The day after the nomination we raised the standard, with full length portraits of the President and Vice President, and at the election our shop furnished 764 votes for them. Notwithstanding the present monetary depression we gave 312 votes for the administration at the last election. We have supported the party with material aid by thousands of dollars, and worked hard, as any of the party in Philadelphia will testify. Now, my dear sir, our competitors in Philadelphia were most violent working opponents against the present administration, as is well known in Philadelphia”?

Answer. Yes, sir; that is a letter which I wrote to the Secretary of the Navy, and what is there stated is all correct.

Question. Did you think that was proper ground on which to base your claim for work from the government?

Answer. I am sorry to say, I did. I did think it was proper then to do that which I never attempted to do at first.

Question. Who went with you up there when you first went—what member of Congress?

Answer. No one, sir.

Question. Did any one take you in charge?

Answer. Mr. Buchanan Henry introduced me to Mr. Toucey by the request of the President.

Question. Did any member of Congress undertake to manage your case or aid your cause?

Answer. I called on Mr. Florence in the early part of November or December, and I requested him to assist me. Said I "I have got a pretty hard matter here, and I want you to come up and help me."

Question. Did the Secretary of the Navy give this work according to his political affinities at last, or did he give it against a democrat, and in favor of those who had been "violent working opponents against the present administration?"

Answer. I do not know what the reasons were for the honorable Secretary's making his decision, but it looked mighty strange.

By Mr. Ritchie:

Question. You stated that you had got some information from Mr. Whipple with regard to defects in the specifications, I believe?

Answer. Delinquencies in the specifications was what I called them.

Question. Well, I call them defects. I wish to ask you whether you had an opportunity in consequence of that information from Mr. Whipple to change your bid in any way?

Answer. None at all.

Question. It was not such information as would enable you to make any such alteration?

Answer. Certainly not.

Question. It was not asked for or given with that intention?

Answer. Certainly not.

[Mr. Ritchie remarked that he had asked these questions for the purpose of bringing the matter out clearly, as the previous testimony of the witness might convey an erroneous impression.]

By Mr. Bocock:

Question. How did it happen that you and Mr. Whipple were in conversation in relation to these bids? Was Mr. Whipple a friend and adviser of yours?

Answer. No, sir. I had not the pleasure of Mr. Whipple's acquaintance until about November 1st, 2d, or 3d. I had never known him and never seen him.

Question. Did you ever build a marine engine in your life?

Answer. Yes, sir; I have constructed machinery for one.

Question. How many have you built?

Answer. Not a great many. I constructed machinery for one in Vienna, Austria.

Question. How long ago?

Answer. In 1843 or 1844.

Question. Did the present house of Norris & Sons, in Philadelphia, ever build a marine engine?

Answer. No, sir.

Question. Do you consider that experience in the matter of building marine engines conduces to success?

Answer. Most assuredly.

Question. If you were acting for the government upon a trust under equal circumstances, would you give a job of work to a house that had built a large number of marine engines, or to one that had never built one?

Answer. If that house that had never built one would engage a good marine engineer and superintendent, I would give the job to them as soon as to anybody else.

Question. To which one would you give it in preference? Divest yourself of this case, and speak on behalf of the government.

Answer. As a natural consequence to the house that had built the most marine engines.

Question. Do you know anything about the experience which Reaney, Neafie & Co. have had in building marine engines; how many have they built?

Answer. I know nothing in regard to that from my own knowledge, but from report I do.

Question. Does it come within your knowledge that they have been employed a good deal in building marine engines?

Answer. No, sir; not marine engines. They have built tug-boats for the Delaware.

Question. Have they never built one?

Answer. I believe they have built one of some four or five hundred tons; and that is all, with the exception of the Lancaster and the present ship.

Question. They had the contract for the Lancaster?

Answer. Yes, sir.

Question. Are these smaller ones than those built upon the same plan—the same principles?

Answer. Not generally.

Question. What difference is there?

Answer. One is the high pressure, and the other the low pressure. One is a condensing engine, while the other is a high pressure engine, and the latter is the class of these little ones.

Question. Do you mean to say that, according to your best knowledge and belief, Reaney, Neafie & Co. never built any low pressure engines except for the Lancaster and this other vessel?

Answer. I believe they never built but one or two over five hundred tons. That is what I understand. The majority of these small tugs are from sixty and seventy to a hundred tons.

Question. What patent of boiler did Reaney, Neafie & Co. employ in their proposals for this vessel?

Answer. I think they copied mine.

Question. Did they put in Martin's boiler?

Answer. No, sir; they did not.

Question. You think theirs was a copy of yours?

Answer. I think so, sir.

Question. It was then fully as good as yours?

Answer. I have no doubt of it. Mr. Toucey himself said that the plans were so perfectly similar that they could not tell any difference between them.

Question. Did you ever observe the report of the engineer-in-chief in relation to your plans and those of Reaney, Neafie & Co., and upon what grounds he reported against you?

Answer. I never observed the report, but I heard the grounds.

Question. He says: "Mr. Norris' circulating air-pumps are single-acting, while Reaney, Neafie & Co.'s are double-acting. Double-acting air-pumps have several advantages over single-acting ones, for engines intended as these are to make over forty revolutions per minute." What is your opinion about that fact? Was there that difference between your plans and those of Reaney, Neafie & Co.? Did you have single-acting air-pumps while theirs were double?

Answer. Yes, sir, that was the case. As to the comparative advantages of the two, that is a matter of opinion between Mr. Archbold and myself; and that very matter has been decided upon by all the boards.

Question. There is one thing in your testimony yesterday that I wish to ask you about in relation to the guarantors on the bid of Reaney, Neafie & Co. Do you know whether the sufficiency of those guarantors was attested to by the collector, or any of the government officers, at Philadelphia?

Answer. Their sufficiency was attested to by the navy agent at Philadelphia. I will refer you to the contract if you have a copy of it.

Question. I will ask you more definitely what I ought to have asked you before. Is the testimony here given, accompanying your affidavit, the whole testimony that you brought before Secretary Toucey upon the charge made by you that copies of your drawings had been communicated by the engineer-in-chief to Reaney, Neafie & Co.? Is this all the evidence you submitted to the Secretary of the Navy, and upon which he decided the question at the time? You will understand, I do not mean to ask you whether this is all the evidence you had, but whether it is all you submitted to the Secretary of the Navy?

Answer. The paper presented yesterday, marked "A," contains all the evidence which was submitted to the Secretary of the Navy?

By Mr. Groesbeck:

Question. Explain a little more fully what you mean by the machinery and the ship being a unit?

Answer. They were both suited to each other.

Question. You stated in your testimony before, that the ship and the machinery were calculated at the same time?

Answer. Yes, sir.

Question. Am I to understand you as saying that while the ship was being modelled, the machinery and ship were modelled together?

Answer. I will explain. For instance, we want a certain power. Now, how to get that power? We decide at once that it is an impossibility to get that power out of one screw, and therefore we adopt the plan of two screws for that purpose.

Question. Then you consider this particular ship as not in the same category as the others?

Answer. Certainly it was not.

Question. And I understand you to infer that the authority intrusted to Griffith in this matter was an unlimited authority in making this particular ship?

Answer. Yes, sir.

Question. Do I understand you to say that you understood it to embrace the machinery as well as the ship?

Answer. Not exactly; when he received his appointment, it may not have then been so considered, though I believed it.

Question. You said something to that effect and that was the reason I asked your view of it?

Answer. Yes, sir; I said so.

Question. Was Mr. Griffith appointed to this duty upon your recommendation?

Answer. Yes, sir. In August or September, 1857, during the summer of 1857, Mr. Buchanan requested me to give him the formula for vessels for the navy, which I did; and it was embodied in Secretary Toucey's report which accompanied the President's message, word for word, line for line, figure for figure. It was there that this sloop-of-war originated. These papers are now on file in the department, and it was perfectly well understood at the time that I was to have the building of the ship. And to carry out that promise, the only way was to appoint Mr. Griffith temporary constructor inasmuch as Congress required, by amendment moved the day before the adjournment, that the ships should be built in the navy yards of the government.

Question. Then I understand you to say that Mr. Griffith was appointed to comply with the requirements of the department in giving out contracts for building ships; that you considered his appointment a mere matter of form, and that you expected to have the building of the machinery of the ship?

Answer. Yes, sir, to build it anywhere I should please to do so.

Question. But a certain form had to be gone through with in giving out the contract?

Answer. Yes, sir. In order to carry out the intention of the President and the Secretary of the Navy, they had to appoint Mr. Griffith temporary constructor, as the ship had to be built in the navy yard of the government.

Question. And you recommended Mr. Griffith as this temporary constructor?

Answer. Yes, sir.

Question. Was there any great peculiarity in the plan of this ship?

Answer. Yes, sir, very great; differing from all other ships afloat.

Question. I want to ask you again. I understood you to say that you were not a member of the firm of Norris & Bro?

Answer. I am not.

Question. What is your interest in that firm?

Answer. I have a creditor interest in it.

Question. Have you any interest in any work that you get for it? The building of this vessel, for instance?

Answer. I was to build it myself.

Question. At their shop?

Answer. Yes, sir, or at any other place. It would have had a large amount of the work to do. My intention was to have gone, perhaps to Reaney, Neafie & Co., perhaps to New York, anywhere that I deemed it to be to my interest to go.

By the Chairman:

Question. You say that the paper drawn by Mr. Toucey was shown to your competitors, and that on the next day they carried in their bid?

Answer. I have no positive knowledge of that; but I am perfectly satisfied that such was the fact.

Question. Upon what facts do you base that conclusion?

Answer. Upon no facts, only that when I gave my price, the very next day Reaney, Neafie & Co. came in lower.

Question. Do you know that the next day there was a communication sent in from Reaney, Neafie & Co., varying their bids?

Answer. I see that from this report of the engineer-in-chief.

Question. Who was present at the last interview with Mr. Toucey about what you have testified?

Answer. Mr. Witte and Mr. Archbold.

Question. Who invited them to be present?

Answer. I do not know.

Question. Did you call upon Mr. Toucey at the time?

[Answer. No, sir. Mr. Toucey sent for me.

Question. Did you find these two gentlemen in the room when you went there?

Answer. They were there, and Mr. Toucey said he had been waiting for me.

Question. Are the proprietors of these Norris Works your relatives?

Answer. They are younger brothers.

Question. You started the establishment, and in 1847 you retired, leaving them to carry on the works?

Answer. Yes, sir; I then went to Europe.

Question. And since that time you have been a creditor there?

Answer. Yes sir.

Question. Do they owe you for original purchase-money?

Answer. Yes, sir.

Question. Could the same information have been obtained at the department in relation to the Griffith ship as in regard to each of the other ships? That is, the mid section of the ships?

Answer. Yes, sir; the mid-ship section could have been had before the first board met.

Question. Was any other information given in regard to any of the ships building than this?

Answer. None other; that was the customary information—the mid-ship section.

Question. The same information could have been obtained of the department, then, in regard to the Griffith ship as in regard to the other ships?

Answer. Yes, sir.

Question. You speak of an interview with the Secretary of the Navy by Mr. Witte and several members of Congress?

Answer. Yes, sir.

Question. When was that?

Answer. It was sometime in November—perhaps after the meeting of the second board.

Question. In November last?

Answer. Yes, sir.

Question. Were these members of Congress stopping here in the city at the time?

Answer. They came on here expressly for the purpose.

Question. How do you know that?

Answer. I was told so by a gentleman there; it was generally acceded to.

Question. Please name the gentlemen who went in at that time?

Answer. Mr. Landy, now a member of the House of Representatives, was there.

Question. Who else?

Answer. Upon my word, I forget the others.

Question. How many were there of them?

Answer. There were two members of Congress with Mr. Witte. The other gentleman I really do not recollect. I have forgotten his name. Seeing these gentlemen there was what first alarmed me, and started me off to get political aid.

Question. Up to that time had you obtained any certificates as to your political character?

Answer. No, sir.

Question. Do you know where the other members of Congress was from?

Answer. I do not; I merely heard it stated that they were members of Congress; they all went in together with Mr. Witte and Mr. Toucey.

Question. Do you know how frequently Mr. Witte was at the Navy Department, or at the bureaus?

Answer. I do not know anything about it of my own knowledge.

By Mr. Bocock:

Question. When was this that you saw Mr. Landy and Mr. Witte at the Navy Department?

Answer. Some time in November.

Question. What part of November?

Answer. In the early or middle part; perhaps in the middle part; I have no recollection of it, only that it was just about the time I went off to Philadelphia, for seeing them there induced me to go.

Question. Can you not by a little reflection call to mind the time when you went to Philadelphia?

Answer. I think it was some where from the 20th to the 25th of November.

Question. And that was the time you saw those gentlemen there?

Answer. It might have been previous to that time that I saw them there.

Question. How long previous?

Answer. It is impossible to say; that first induced me to return to Philadelphia.

Question. I wish you would put it within some limits; say that it could not have been earlier or later than such a time. Was it before the 15th of November?

Answer. I cannot say. If I could see the letter of John G. Brenner, I could tell exactly. It was before November 15.

Question. How long before?

Answer. A day or two.

Question. Do you think it was as much as a week before?

Answer. I do not know; I cannot say.

Question. Could it have been more than a week before?

Answer. Let me calculate. [A pause.] It was on the Friday previous to the 16th of November; it was about the 12th or 13th of November.

Question. It was seeing them there that induced you to resort to political influence; that is, to put your claims upon political grounds.

Answer. Yes, sir. It strikes me that these gentlemen might also have been there in October.

By the Chairman:

Question. Besides this visit you speak of?

Answer. Yes, sir.

By Mr. Bocock:

Question. Can you be at all certain about that?

Answer. I cannot be absolutely certain; but it strikes me so upon second reflection.

Question. Your letter reporting yourself a democrat, and asking favor of the government on political grounds, was dated November 2?

Answer. Then it was in October that I saw Mr. Landy and the other gentlemen here.

Question. After the action of this board of outside engineers, it was then, as I understand you, that the Secretary of the Navy called upon you for proposals for guarantees of speed?

Answer. Some long time after.

Question. You consider that you had authority under that proposition of the Secretary to alter your bid and adopt another to your guarantee of speed?

Answer. Yes, sir.

Question. And the other parties had the same right?

Answer. Certainly.

Question. You put in your new bids on a particular day, the 21st of December, and Reaney, Neafie & Co. put in theirs on the 22d. They had the same right to put in new bids that you had?

Answer. I presume so.

Question. Have you any knowledge that they were informed of your bids then?

Answer. Not any certain knowledge.

Question. Then it is because they put in their bid one day after your bid that you think they had reference to your bid?

Answer. Yes, sir.

Question. Was there anything in the proposition of the Secretary of the Navy that made it more proper for you to put in your bid on the 21st instead of the 22d? Could you not have exercised the right to have held back until the 22d? In other words, was there any day fixed in the Secretary's proposition?

Answer. There was no day fixed; but the Secretary said, earnestly, that he wished me to give him a response to it immediately.

Question. If you had had no conversation with Mr. Griffith, and had had no knowledge of the particular plan of this ship, and had only got from the department the midship section of the ship, would you have been able to have put in the bid and plans that you did put in?

Answer. Certainly I should.

Question. For the ship?

Answer. Not the same plans. The peculiarities of the ship required a peculiar engine.

Question. Do you say that the peculiarities of the ship, besides the midship, require a peculiar engine?

Answer. Yes, sir.

Question. Then, with a knowledge simply of the midship section, you would not have put in the same plans?

Answer. No, sir; not in this ship, but in any other ship.

Question. Look at this plan, [showing witness copy of tracing of drawing from the department, purporting to be that sent to Reaney, Neafie & Co.] Whose drawing is this?

Answer. This portion appears to be Mr. Griffith's; the red lines, showing the propeller, are from my drawings, and the stern of the ship is also mine.

Question. What does that represent?

Answer. The ship's lines.

Question. What portion of the ship?

Answer. Different portions of it.

Question. Does it give the side elevation?

Answer. No, sir; I see here the stern of the ship and the drawing of the stern, the mid-ship section, another section further abaft, a section in front of the bulkhead. This seems to be a copy of part of Mr. Griffith's plan.

Question. Was a copy of this sent you after the first Board met?

Answer. No, sir; I had no occasion for it.

Question. You had it before?

Answer. Yes, sir.

Question. I perceive from the statement accompanying this drawing that a copy of this was sent to the original bidders?

Answer. I will say, upon reflection, that I am not sure that these are copies of Mr. Griffith's plans. I see one or two things here which lead me to doubt it somewhat.

By Mr. Groesbeck:

Question. I should like to have your definite understanding whether there was a drawing of the mid-ship section of this Griffith ship in the department before the first board assembled?

Answer. Certainly; I know it was.

By the Chairman:

Question. You speak of bids; I will ask you whether on the 21st of December, during your interview with Mr. Toucey, he informed you of any design on his part to ask further bids as to speed?

Answer. No, sir. There was no idea of that at all. It appeared to me, as I stated before, that Mr. Toucey had determined to give me the award of the contract and wished to have the additional speed included.

Question. Did he inform you that he would receive additional bids from other parties?

Answer. He did not; but led me to infer that he would receive it from no one else.

Question. Did you sign the paper as he drew it out?

Answer. I made out a separate paper.

Question. Was it of the same amount of figures that his was?

Answer. Yes, sir. I said seventeen miles for \$150,000, and so on.

Question. Was it regarded by you as a new bid, or merely as a statement to satisfy the Secretary?

Answer. Merely an addition to the general proposal. I considered that it was a matter of favor to him.

Question. To satisfy his mind that your vessel would accomplish his purpose, as to the speed he had in view?

Answer. Yes, sir.

WILLIAM NORRIS.

No. 25.—TESTIMONY OF J. P. WHIPPLE, PHILADELPHIA.

FEBRUARY 2, 1859.

J. P. WHIPPLE sworn and examined.

By the Chairman:

Question. What is your occupation?

Answer. Chief engineer in the United States navy.

Question. How long have you been an engineer in the service?

Answer. Nearly twelve years.

Question. Were you in Washington between the 12th and 20th of October last?

Answer. Yes, sir.

Question. Were you shown at that time a plan of machinery presented by Mr. Norris for the Griffith ship?

Answer. Yes, sir.

Question. By whom was it shown to you?

Answer. By Mr. Archbold.

Question. Where were those plans?

Answer. In the office of the engineer-in-chief.

Question. State more particularly where they were.

Answer. They were lying open upon a large board, similar to this table.

Question. Could they be seen by any person coming into the office?

Answer. They could, sir.

Question. Do you know whether Mr. Archbold received his visitors in that room?

Answer. He did, sir.

Question. State whether Mr. Witte was a visitor there.

Answer. I have seen him there, sir.

Question. Did you see him there at that time?

Answer. Yes, sir; during my stay in Washington at that time.

Question. Could he have seen the papers lying upon the table?

Answer. He could.

Question. What did Mr. Archbold say to you about those plans?

Answer. He remarked that the engine would break down before running two hours.

Question. Give us the date of this conversation, if you please.

Answer. I could not give it with any certainty; but it was during my stay in Washington upon that occasion.

Question. What reply did you make to that remark?

Answer. None whatever.

Question. What were you then discussing or talking about?

Answer. We were speaking about the plans generally. I think that was the subject.

Question. Did he say anything further about the Norris plan?

Answer. Not to my knowledge.

Question. Were you a member of either board that sat upon the plan of building the Griffith ship?

Answer. I was upon the latter board.

Question. Upon the latter board of United States engineers?

Answer. Yes, sir.

Question. Who were your associates upon that board?

Answer. The chief engineer, Mr. Hunt, Mr. Wood, and Mr. Everett.

Question. Did Mr. Archbold say anything to the board in regard to the plan of Reaney, Neafie & Co.?

Answer. Not to my knowledge.

Question. Did he say anything to you personally about it?

Answer. Not one word, sir.

Question. Did he say anything further about the plans of Mr. Norris?

Answer. Not to my recollection, sir.

Question. What was the action of the board at that time?

Answer. The vote was a tie; Mr. Hunt and myself voted for Mr. Norris; Mr. Everett and Mr. Wood, I think, voted for Reaney, Neafie & Co.

Question. You submitted your views in writing?

Answer. I did, sir.

Question. Each of you?

Answer. Yes, sir; each of us.

Question. In comparing the plan of Reaney, Neafie & Co., and of Mr. Norris, how did you find the diameter of the cylinders and the length of stroke? Were they the same, or were they different?

Answer. They were the same.

Question. How did the diameter of the propellers compare?

Answer. They were alike with regard to that.

Question. How did the boilers compare?

Answer. The plans were similar.

Question. Was one vertical and the other horizontal?

Answer. No, sir; they were both horizontal.

Question. What was the difference in the price, in favor of either?

Answer. Thirteen thousand dollars in favor of Mr. Norris.

Question. Did Mr. Archbold speak to you about your report? Did he ask you how you had reported?

Answer. He did, sir.

Question. Did you tell him?

Answer. I did, sir.

Question. What did he reply to that?

Answer. He said, in a laughing way—I think these were his very words—“You have got yourself into a scrape.”

Question. Did he indicate any further his meaning?

Answer. No, sir.

Question. Do you remember the names of the guarantors for Reaney, Neafie & Co.?

Answer. One was Peter G. Rambo; the other was Samuel Rotan.

Question. Did you have any interview with the Secretary of the Navy upon the subject of these plans?

Answer. Yes, sir.

Question. Did he indicate to you his choice between them?

Answer. I thought, from the nature of his remarks, that he fell into the plans of Mr. Norris. He made a diagram and explained it.

Question. What else occurred?

Answer. Nothing else. The subject of the conversation turned upon the screws.

Question. Would the plans of Reaney, Neafie & Co., if adopted, destroy what is called the longitudinal bulkhead?

Answer. They would.

Question. What effect would that have had upon the strength of the ship?

Answer. It would weaken the ship.

Question. In what capacity did Mr. Witte, of Philadelphia, appear before you in this contest?

Answer. Mr. Witte did not appear before us.

Question. Did you know the capacity in which he was acting?

Answer. Not certainly.

Question. What was your belief upon the subject at the time?

Answer. My belief was, that he was acting for Reaney, Neafie & Co.

Question. Upon what do you found that belief?

Answer. Upon having seen him upon various occasions in company with Mr. Archbold. and also in company with Reaney, Neafie & Co.

Question. What degree of intimacy existed between Mr. Witte and Mr. Archbold?

Answer. I am not positive as to the degree.

Question. State your observation, as near as you can.

Answer. I should think they were intimate.

Question. Did you know Mr. Witte?

Answer. I was introduced to him, and had perhaps one minute's conversation with him; not more than that, I think.

Question. Here, or at Philadelphia, was that?

Answer. At Philadelphia.

Question. What is his occupation?

Answer. I do not know, sir.

Question. Do you know of his having been concerned in any other applications for contracts?

Answer. No, sir.

Examined by Mr. Groesbeck:

Question. Do you know that Mr. Witte, or any one representing Reaney, Neafie & Co., saw the plans in that office as you have described?

Answer. I do not, sir.

Question. Was there anything unusual or improper in the plans being where you saw them?

Answer. It certainly was improper.

Question. Why improper?

Answer. Because it would expose them to the observation of other bidders.

Question. Do you know that they were exposed to the observation of other bidders?

Answer. They would be likely to be so exposed.

Question. Could they not have been rolled up if any other bidders came in?

Answer. They might have been.

Question. Was it not probable that the plans were under examination at that time?

Answer. They were not under official examination at the time.

By the Chairman:

Question. Was the board in session?

Answer. It was before the board sat.

Question. Were they not under some sort of examination? Were they not put in that place to be examined?

Answer. I suppose so, sir.

Question. You saw the plans of Reaney, Neafie & Co., and those of Mr. Norris?

Answer. Yes, sir.

Question. Was there any similarity between them?

Answer. In many dimensions they were very similar. In sizes they were very similar in many respects.

Question. Were they not as dissimilar as any two engines that were submitted?

Answer. Yes, sir.

Question. You were asked if Mr. Archbold spoke to you about the report of your board, and you say that he said in a laughing way that you had got yourself into a scrape. Was there anything improper in his asking you about it? Would not any one have asked you the question?

Answer. It would be natural.

Question. Do I understand you to say that the plan of Reaney, Neafie & Co., impaired materially and to an objectionable extent, the strength of the ship?

Answer. Yes, sir.

Question. That is your opinion?

Answer. That is my opinion.

Question. What did you think of the plan of the engine of Reaney, Neafie & Co.; did you condemn it?

Answer. No, sir, I did not condemn it.

Question. You preferred the others?

Answer. I preferred the others.

Question. I now speak of the plan itself; did you consider it a good plan?

Answer. Under certain circumstances it would be a good plan.

Question. You thought, however, that the other was better?

Answer. Yes, sir.

Question. Did you think it better in other respects from the fact that the price was lower?

Answer. Yes, sir.

Question. You preferred it in itself, regardless of the price?

Answer. Yes, sir; I preferred it so far as regards the ship for which it was intended.

Question. Why so far as regarded that ship?

Answer. Because it admitted of the construction of these longitudinal bulkheads.

Question. That is the only reason then why you preferred it?

Answer. No, sir; I had other reasons, other grounds for preference; I considered it the more reliable engine.

Question. More reliable?

Answer. Yes, sir; in case of accidents.

Question. Was it a more complicated or more simple engine than that of Reaney, Neafie & Co.?

Answer. They were about equal in simplicity; or I would say that the engine of Reaney, Neafie & Co. was rather more simple in design. One was a direct acting engine, and the other was what was called a back-acting engine.

Question. Which was the direct acting engine?

Answer. That of Reaney, Neafie & Co.

Question. The other was back-acting?

Answer. Yes, sir; in the former, the connecting rod passes directly to the crank; in the latter, the piston rods are elongated and come back; the connecting rod comes back.

Question. Were they both geared engines?

Answer. Yes, sir; they were both geared engines.

Question. I understand you to say they were both fine engines?

Answer. Yes, sir; they were both good engines.

Question. I understand you to say that you did not condemn the engine of Reaney, Neafie & Co., but preferred that of Mr. Norris, under all the circumstances, for that ship?

Answer. I preferred that of Mr. Norris for that ship.

Examined by Mr. Bocock:

Question. What is your profession?

Answer. Chief engineer in the navy.

Question. Was there any impropriety in your being permitted, as chief engineer of the navy, to see those plans?

Answer. Not that I am aware of.

Question. Were you consulted by Mr. Norris in relation to drawing up these plans before they were submitted?

Answer. I was not.

Question. Were you approached by him at any time to get your opinion upon his plans?

Answer. No, sir.

Question. Do you know anything about the drawings of Mr. Norris' plan being seen by Reaney, Neafie & Co.?

Answer. I do not.

Examined by Mr. Ritchie:

Question. At the time you saw the plans upon Mr. Archbold's table had the board of engineers been appointed?

Answer. No, sir; I think not.

Question. You had not then been appointed a member of that board?

Answer. No, sir.

Question. You were not then in the room upon any business connected with the examination of this plan?

Answer. I did not go there for that purpose. I was there waiting for orders.

Question. Were you spoken to either by Reaney, Neafie & Co. or by Mr. Norris in relation to sitting upon this board?

Answer. No, sir.

Question. Were you spoken to by any party?

Answer. No, sir.

By the Chairman:

Question. Had you any acquaintance with Mr. Norris previous to the meeting of the board?

Answer. No, sir.

JOHN P. WHIPPLE,

Chief Engineer, U. S. Navy.

No. 30.—TESTIMONY OF SAMUEL ARCHBOLD, NAVY DEPARTMENT.

FEBRUARY 3, 1859.

SAMUEL ARCHBOLD called and examined.

By the Chairman:

Question. Have you been consulted as to the machinery now building at the Washington yard for the Pensacola sloop No. 1?

Answer. Yes, sir; I have been consulted about it.

Question. Did you advise the adoption of that machinery?

Answer. I did not.

Question. What is the peculiar character of that machinery?

Answer. The peculiarity is, that they are using four cylinders in place of two, with a peculiar arrangement of valves, condensers, and main crank shaft.

Question. What is your opinion as to the success of that plan?

Answer. Doubtful.

Question. What will be its probable cost over other engines of well known and approved forms?

Answer. I suppose about \$20,000.

Question. Upon whose recommendation has it been adopted?

Answer. I do not know, sir.

Question. Did any naval engineer of the United States concur in recommending it?

Answer. Not to my knowledge.

Question. Were you a member of the first board upon the Lancaster machinery?

Answer. I was, sir.

Question. How did you report?

Answer. I reported in favor of Reaney, Neafie & Co.

Question. How did the majority report?

Answer. I think the board was composed of three, and that there were two against Reaney, Neafie & Co.

Question. Was there a second board convened upon that ship's machinery?

Answer. Yes, sir.

Question. What was the report of the second board?

Answer. I only recollect my own in that case.

Question. How was yours?

Answer. In favor of Reaney, Neafie & Co.

Question. Still the same?

Answer. Yes, sir.

Question. Were not the others all against them?

Answer. There have been so many boards that I do not recollect that.

Question. Do you not remember that the other three were against?

Answer. I do not.

Question. Why did the Secretray order a second board upon that machinery?

Answer. I do not know, sir.

Question. Did you not learn?

Answer. If I did I have forgotten. I do not know his reasons.

Question. Do you know whether he ever read the first report?

Answer. I do not think he did.

Question. Why?

Answer. Because he handed the report back to me. Merrick & Sons, I think, entered a protest against the decision of the board, and the Secretary had not opened this when he handed me back the report sealed.

Question. But I understand that the first board reported in favor of Merrick & Sons?

Answer. I think two were in favor and one against, but they entered a protest, and the Secretary ordered a new board in consequence of that protest.

Question. What induced the protest?

Answer. I only know that one of the firm of Merrick & Sons, Mr. Vaughn Merrick, who came to my room, and, from his arguments with me, seemed to know exactly what my opinions were upon the subject. To the best of my recollection the Secretary had not opened the report at all, and I believe his reasons were founded upon the protest of Merrick & Sons.

Question. You say that Mr. Vaughn Merrick came to your room and argued. Did he know that the majority was in his favor?

Answer. I do not know. He seemed to know my views and discussed them with me, and tried to make me believe his way the best. He came on several occasions.

Question. Still I do not understand why Merrick & Sons should protest. If you know any reason please to state it.

Answer. I do not know, sir.

Question. A second board was then ordered. What occurred after the report of the second board?

Answer. Mr. Lenthall, the chief of the bureau, and myself were appointed to make a report upon the whole board. Mr. Lenthall and myself decided to recommend the adoption of the plan of Reaney, Neafie & Co., for various reasons; and the Secretary, upon that report, awarded the contract to Reaney, Neafie & Co.

Question. The final award was made upon the report of yourself and Mr. Lenthall?

Answer. Yes, sir.

Question. Do you know whether the Secretary read the second report of the Board of Engineers?

Answer. Yes, sir, I know he did, because he handed me the second report open.

Question. Are you acquainted with Mr. Witte, of Philadelphia?

Answer. Yes, sir.

Question. Is he an agent for Reaney, Neafie & Co.?

Answer. I have understood him to be; he has acted in that capacity.

Question. Is he their agent in any other respects than in obtaining government contracts?

Answer. I do not know that he is.

Question. Is he a regular agent for persons having claims or pressing for contracts before the department?

Answer. I do not know that, sir.

Question. Has he acted for other parties besides Reaney, Neafie & Co.?

Answer. Not to my knowledge, sir.

Question. What are your relations with him?

Answer. Merely the same as with any other gentleman of my acquaintance.

Question. Were they of a friendly character?

Answer. No more than with a great many others.

Question. How long have you known him?

Answer. About two years and a half, I suppose.

Question. When did you become acquainted with Mr. Witte?

Answer. While stationed at the navy yard at Philadelphia.

Question. How often has he called at your office?

Answer. He has called very often when in the city. I also know Mr. Witte's family.

Question. You have been at his rooms here?

Answer. Yes, sir; often.

Question. Please tell us whether you were a member of the board which passed upon the bids of Norris and of Reaney, Neafie & Co. for the Griffith ship?

Answer. I was a member of the first board, I think—the first board upon the whole seven sloops.

Question. What action did that board take?

Answer. Two of the members reported against Mr. Norris' engines—Mr. Martin and myself. The other two in their report, to the best of my recollection, said but little about those engines, but recommended the Secretary to issue new proposals because the other parties had not been furnished with the section of the vessel as it would be changed by the appointment of Mr. Griffith, naval constructor, and the adoption of this plan. They recommended to issue new proposals and to send the section of the vessel to the different bidders.

Question. Did you furnish the section of the vessel to Mr. Norris?

Answer. No, sir.

Question. What did you furnish, and to whom?

Answer. We sent to Reaney, Neafie & Co. and the other original bidders three sections and plans of the vessel copied from Norris' drawings, but none of the engines or boilers, and no portion of the specifications; that is a copy of the drawing which has been sent up to the committee.

Question. Did you furnish them any other information?

Answer. No, sir.

Question. Did you show Mr. Witte any other plans and specifications?

Answer. No, sir.

Question. I ask you whether or not you have had the plans lying upon the table where they could have been seen?

Answer. They may have been seen. All the drawings in my office

are open in the same way. After the first board sat, there was no longer an effort to conceal these drawings.

Question. Would you have shown these drawings to any one?

Answer. I would not have shown them to any one outside the navy.

Question. But still they may have been seen by others?

Answer. Yes, sir; all drawings in the office. The drawers of the table are open, and everything else.

Question. After the first board, you treated these as other drawings in your office were treated?

Answer. Yes, sir; I expected that they would be called for by Mr. Norris, and that they would receive modifications.

Question. Was there any difficulty in seeing those drawings?

Answer. There was no difficulty in persons seeing the plans upon my table or in the office drawers if they chose to look for them in my absence. I could not know by whom they were seen, because very often while comparing the plans I might be called off over to the Navy Department, across the street; so that any chief engineer or any member of the corps might have seen them.

Question. Any one else?

Answer. Decidedly. All drawings in the office might have been seen in my absence.

Question. Did you make any distinction between the plans for the Griffith ship and the plans of Norris, and other drawings of sloops?

Answer. None whatever.

Question. I will ask you whether the fact that Mr. Norris' bid had not been finally acted upon should not have made a difference with regard to these plans?

Answer. I do not know, sir; if I had been directed to keep them strictly private, I would have done so; but as it was I treated them as I treated other drawings.

Question. You cannot say, then, whether they were seen or not by the other parties?

Answer. I cannot say.

Question. Do you know, or have you been informed by any party that Reaney, Neafie & Co. advised with Mr. Martin in regard to their plans with regard to the Griffith ship?

Answer. I presume I have been informed so.

Question. Why did they advise with Mr. Martin?

Answer. I do not know, excepting that Mr. Martin is an old and experienced engineer. I do not know positively whether they did advise with Mr. Martin; I have only heard so.

Question. Is it customary for engineers in the service of the United States to draw plans and specifications for bidders, to be submitted to them?

Answer. I have never done so.

Question. Have you known other engineers to do so?

Answer. I have heard of it; I must say one thing, as engineer-in-chief of the navy: when we advertise for machinery for the navy any gentleman who comes to me and tells me that he intends to be a bidder will receive from me all the information in my power to give,

and I will show him any drawing which is the property of the department, to facilitate his plans; I have lately made a report in which I advise that course.

Question. Would you facilitate his plans by telling him what particular engines or plans would be most likely to be accepted?

Answer. No, sir; I have told them that to-day I may think a plan a very good one, and a few days afterwards I may think it is not so good.

Question. Have you ever made drawings for applicants?

Answer. No, sir, only for parties having contracts with the government. But while I have never done so, I think that if a party proposing to bid should ask me for a sketch or tracing of anything which belonged to the government, and if I had time to make it, I should give it.

Question. Would you communicate information as to the kind of a ship, engine, or boiler which would be most likely to succeed?

Answer. No, sir, nor how anything would succeed, because that I could not know. I might like a plan to-day, and a few days afterwards see a much better plan.

Question. Who drew the plans for the "Brooklyn?"

Answer. So far as I know, they were drawn at Murphy's establishment.

Question. Did not Mr. Martin furnish them?

Answer. I do not know.

Question. Have you been informed?

Answer. He might have furnished drawings of boilers?

Question. Were not the drawings of the "Brooklyn" and the drawings of Reaney, Neafie & Co. quite similar?

Answer. No, sir; they are quite different in many respects. They are alike in both being direct-acting engines, but are very unlike in many of their details. We are building a great many vessels now of that class with direct-acting engines.

Question. Did Reaney, Neafie & Co. obtain from any officer of the government drawings of the "Brooklyn" ship?

Answer. They did not. They could not have obtained them from the engineer-in-chief's office, for they have only lately arrived there, and all have not yet been received.

Question. Did you not furnish Mr. Witte, the agent of Reaney, Neafie & Co., with tracings or drawings previous to the Lancaster contract.

Answer. No, sir.

Question. Are you sure of that?

Answer. Yes, sir.

Question. Did you furnish them any information in regard to that?

Answer. No, sir; that is to say, not a general drawing of engine, or boilers, or anything of that kind. I have furnished Merrick & Sons with small tracings often.

Question. I ask whether you furnished Reaney, Neafie & Co. with any tracings of machinery for the Lancaster vessel?

Answer. Nothing which they have adopted in this vessel, except my own plan of coupling.

Question. You made suggestions, however, and did draw some plans?

Answer. I think not, sir; but it is my practice when any one at work for the government sends for small tracings to let them have them.

Question. I ask you if you have not advised Reaney, Neafie & Co. with regard to price, plans, machinery, &c.?

Answer. No, sir.

Question. Have you not advised Mr. Witte?

Answer. Mr. Witte is entirely unacquainted with machinery. He knows nothing about it.

Question. You have given no advice to Reaney, Neafie & Co. then?

Answer. No, sir, not with regard to prices or plans to be submitted to the department.

Question. Can you state why Mr. Witte is employed as the agent of Reaney, Neafie & Co., machinists, to obtain contracts?

Answer. I cannot.

Question. What knowledge of the business, or what fitness or capacity for getting contracts has he?

Answer. I think very slight, indeed.

Question. He has no information upon the subject?

Answer. No, sir; nor does he know any thing about the marine steam engine, so far as I know.

Question. Do you know any reason why they should employ Mr. Witte as their agent?

Answer. I do not.

Question. What is the frequency of your correspondence with Reaney, Neafie & Co.?

Answer. Not greater than it is with other contractors for government work.

Question. What is your intimacy with that firm?

Answer. Not greater than with other contracting firms.

Question. Are you acquainted with what is called the Parry thrust-bearing?

Answer. Yes, sir.

Question. By whom is it owned?

Answer. By John Rice, William Rice, and Parry.

Question. What connexion have these parties with the "Pennsylvanian," or with the proprietors of that paper?

Answer. William Rice is announced as the proprietor of the "Pennsylvanian."

Question. What price does the Navy Department pay for the use of the Parry thrust-bearing?

Answer. It has paid about \$1,300 for each of the sloops Richmond, Hartford, and Pensacola, and for what they have used it on at \$12 per cubic foot of cylinder.

Question. How much does that amount to for an ordinary sloop-of-war; about \$1,300?

Answer. I think for the larger sloops, such as the "Richmond" or the "Pensacola," it amounts to about \$1,300.

Question. Is that used in all the vessels?

Answer. In all the late vessels, except one, that are building we use it.

Question. Who fixed that price?

Answer. That price was fixed by me, sir, I think; that is, to the best of my recollection, and was based upon a report of a Board of Engineers.

Question. When was that price fixed?

Answer. Early last summer, I think, or last spring.

Question. Who receives that compensation?

Answer. There are three parties, three owners, so far as I know; the two Rices and Parry. Parry is the patentee.

Question. Does any one, to your knowledge, share in that?

Answer. Not to my knowledge. I know that those are the parties whom the government deal with.

Question. How came it to be referred to you to adjust?

Answer. It was only as to the price. It was reported upon favorably by the Board of Engineers, and we have experimented with it a good deal upon many vessels.

Question. How came the question of price to be referred to you?

Answer. I suppose the Secretary thought it the proper place to refer it to.

Question. Then the Secretary referred it?

Answer. Yes, sir, the Secretary referred it to me.

Question. Did you have a written contract in regard to it?

Answer. Yes, sir; we had a written contract for each ship we used it in; not for the navy generally, but for each ship we chose to use it in. Of course these contract ships we have nothing to do with. The contractor has to pay all the patent fees, and procure a release from the owner for any patented invention used in the machinery for the government.

Question. Did you deduct this from the contract price, or was it paid by the government?

Answer. It was always paid by the contractor; we have nothing to do with it.

By Mr. Groesbeck:

Question. This was stipulated in the contract, I presume?

Answer. Yes, sir, it was.

By the Chairman:

Question. You required the contractor to pay this money to these parties?

Answer. He must procure a release before he gets his final payment.

Question. Was there anything in the specifications which would indicate that Parry's thrust-bearing is prerequisite to the acceptance of a proposal?

Answer. When the final specifications are made out, no matter who gets the contract, the bidders all furnish their own specifications, and I alter the specifications to omit what I think the interest of the government requires. Sometimes I alter them very materially; and the parties are required to sign those specifications as changed by me. Sometimes I make very extensive alterations in them.

Question. I do not exactly understand you. You publish your advertisement containing certain specifications, and those do not contain any allusion to this Parry thrust-bearing?

Answer. No, sir, those advertised specifications do not.

Question. And after the advertisement is published, when the specifications are submitted by bidders, you say you change them at pleasure?

Answer. I change them in many respects, to suit what I think the best interest of the public requires, when the contract is awarded.

Question. Do you give them notice of these changes?

Answer. They are shown to all the parties.

Question. What parties?

Answer. The successful bidders—the parties to whom the contract is awarded.

Question. You do not show them to all the bidders, but only to the successful bidders?

Answer. I have been in the habit of showing them a certain clause when we wanted particular things—a clause saying that anything not herein mentioned, to make this machinery perfect in every respect as a cruising vessel at sea, the parties shall furnish as the government requires.

Question. Why did you not put it into the printed specifications that you required the Parry thrust-bearing?

Answer. We might have done so; we might have put in a great many other things, if it had been thought necessary. We might have put in the composition piston, which is used in some of our vessels; but to publish the necessary specifications for a marine engine and appendages would occupy a whole side of a large paper.

Question. If these things are not specified how can any bidder bid understandingly?

Answer. If we should publish all these various things in the government specifications it would occupy a great deal of space. You can see, by those on file in my office, how extensive they are.

Question. Do the executed specifications require this Parry thrust-bearing?

Answer. They require the best machinery, and that all the appendages should be of the best kind.

Question. Is there anything the bidder could receive that would give him notice that he was bound to get a certain patented machine or his bids could not be accepted?

Answer. No, sir. I would not press upon the bidder to put in the Parry thrust-bearing, provided he would put in one equally as good. We are now making contracts—we have one made, but not executed yet—where the Parry thrust is not embraced in the specifications. A good many bidders put in that.

Question. How is it after the successful bidder is named; do you take the liberty then of changing the specifications at pleasure?

Answer. I change the specifications he has furnished.

Question. Do you change the prices accordingly?

Answer. No, sir, we do not change the prices.

Question. What authority have you to change the specifications?

Answer. I do that only to promote what I consider the public interest.

Question. You do not do it under the provisions of any special law?

Answer. No, sir; I only look to the public interest.

Question. You have therefore prescribed the Parry thrust-bearing for that reason?

Answer. Yes, sir.

Question. Did you not require it in all the successful sloops last summer?

Answer. Yes, sir; a thrust of the most approved kind was embraced in all the specifications furnished to the department. But there were many other things besides that; for instance, composition pipes in place of copper, and copper pipes in place of iron.

Question. Were they informed when they made their bids that it would be necessary to pay certain parties for the use of this patent?

Answer. No, sir.

Question. You allowed them to negotiate the matter for themselves?

Answer. Yes, sir; that is their business.

Question. Why did you fix the price?

Answer. I only fixed it for the government when it was used in the vessels they constructed. I did not fix it for the contractor; for it is nothing to us where they get this Parry box, or any other patented invention. It is nothing to the government whether they pay anything at all for it or not.

Question. Is not the roller thrust-bearing on the San Jacinto equally good?

Answer. I am not aware that there is a roller thrust-bearing on the San Jacinto.

Question. What kind is it?

Answer. The spherical thrust.

Question. That is what I mean. Is not that equally good?

Answer. It has been reported by the chief engineer of the ship to the department as not as good. He had doubts whether it would be as good under the increased power we are applying to the ship.

Question. I will ask your opinion about it.

Answer. I think it is not so good.

Question. Is its use public property?

Answer. I do not know how that is. I think there is a patent, but I am not positive.

Question. Do you not know that is so?

Answer. I do not know it to be so.

Question. What price did the department pay for the use of Martin's boiler?

Answer. They have never paid anything, to my knowledge.

Question. What amount are successful contractors compelled to pay?

Answer. I do not know, sir.

Question. Did you not learn from Mr. Martin what he received?

Answer. He told me at one time what he charged, but I do not exactly remember now.

Question. Do you know what it comes to on these vessels?

Answer. I believe it is from seven hundred to a thousand dollars on these sloops.

Question. Do you know what the department pays, or what the contractors pay, for Sickels' cut-off?

Answer. There are no bidders now that embrace Sickels' cut-off in their specifications for high speed screw engines.

Question. What did the government pay for that on the Susquehanna?

Answer. I think it is to be five thousand dollars for drawings, patent fees, and superintending the work.

Question. What did they pay on the Richmond?

Answer. Nothing.

Question. What did they pay for the Pensacola sloop?

Answer. The government have a contract with Dickinson & Sickels for the Pensacola sloop. They are to furnish all the plans for the engines and superintend their construction and direction for a certain sum of money, the amount of which I forget. You have the contract here.

Question. There was no special sum paid for this patent?

Answer. No, sir.

Question. I will ask you whether any Board of Engineers advised the use of Sickels' plans and cut-off in vessels?

Answer. I have myself advised the use of it in the Susquehanna, a side-wheel steamer.

Question. Has any Board of Engineers advised it?

Answer. Not to my knowledge.

Question. I will ask you whether you, directly or indirectly, received any portion of the patent fee in any of these cases?

Answer. No, sir.

Question. Do you know any person in government employ that does, for any of these patents?

Answer. I do not know any one, unless it is Mr. Martin, for his boiler.

Question. Either directly or indirectly?

Answer. No, sir.

Question. What price does the department pay for the Pirsson patent condenser?

Answer. The government have only used the Pirsson condenser in one of their own vessels; that is, in the San Jacinto. I do not know what they paid; it was before I came here. That is another patent invention which is used in these sloops that the contractors have to pay for. I do not know the price; I have nothing to do with it, nor has the government.

Question. Were you a member of the first board of 1858 that decided on the sloops? I believe you have said you were.

Answer. I was a member of the board that decided on the seven sloops by general advertisement.

Question. Were any plans presented to that board made directly or indirectly by you, or did you advise any party as to either plan or price?

Answer. No, sir.

Question. Which of the plans were made by Mr. Martin, directly or indirectly?

Answer. I do not know of any being made by him, directly or indirectly. I think it might be very likely that he furnished drawings of some of the boilers.

Question. Were you not so informed by him?

Answer. I do not recollect that, although I might have been. If I were to build a Martin's boiler I should certainly send to him for the drawing of one, giving him the size of cylinders and the quantity of steam.

Question. Has not the Secretary employed you to assist Woodruff & Beach, of Hartford, in getting up plans?

Answer. He has requested me, or ordered me, to give all bidders for steam machinery all the information in my power, and show them all the drawings, so that it does not interfere with government duty.

Question. Was there no special order in regard to them—no directions or correspondence?

Answer. No, sir; none at all.

Question. What were your reasons for approving the plans of James Murphy & Co., Woodruff & Beach, and the Boston Locomotive Works, over the plans of the Novelty Iron Works and the Allaire Works, at a difference of price of from \$7,000 to \$33,000? Can you state any other reasons than those given in your official report?

Answer. I can give no other reasons except those and what is stated in the synopsis that was made by order of the Secretary, and which was attached to my report—the superiority of the drawings and designs.

Question. You have no other reasons?

Answer. No, sir.

Question. I will ask you whether experience in the construction of marine steamers is not of advantage; and if so, how can it be possible that Woodruff & Beach and the Boston Locomotive Works, who never made a marine engine, can on their first attempt equal old established houses?

Answer. It depends entirely upon the engineer employed to get up the drawings, superintend, and execute the work. One of the oldest establishments in this country that I know of is the West Point Foundry, Kendall & Co. They built the engines for one of our frigates, the Merrimac, and those engines are the most troublesome of any in our navy. Two sets of these engines were built by Anderson & Dulany, of Richmond. They are of a very superior quality; in fact, equal to any in our service or in any other service.

Question. Is not the West Point Foundry one that is chiefly used by the government, and scarcely ever employed by individuals?

Answer. They have done a good amount of work for individuals and a very large amount for the government.

Question. I will ask you whether the West Point Works are not in bad repute among people?

Answer. I do not know how it is among people; I know among engineers it has been in the very highest repute.

Question. You think it has?

Answer. I know it has.

Question. Do you not know that most of their work has been done for government and not for individuals?

Answer. That may have been the case.

Question. Do you know of any substantial work done at West Point Foundry for the city of New York, or the mercantile interest?

Answer. I do not know as there has been lately.

Question. In answering the question in which I asked you to compare the works of Woodruff & Beach with the Novelty Works, did you mean thereby to compare the West Point Works with the Novelty Works or the Allaire Works?

Answer. I was only speaking of an old establishment that has had a great name, and yet they could make a mistake in machinery. But in making a comparison it ought to be between the engineers of these establishments—the brains of these establishments—and not their standing and their character generally among the public.

Question. I will repeat again the substance of the original question, whether the experience and present reputation of existing establishments should not weigh something in making these awards?

Answer. The character of the work done at the Novelty Works would not influence my decision at all in their favor, from what I have seen. I will mention the engines of the Russian frigate; that is their last job; and I would not like to have them duplicated for vessels in our navy in all particulars, though Mr. Allen I like very well as a gentleman. In fact, the work done now on these screw marine engines is entirely a new thing; it is different from our general marine work altogether.

Question. Do you know that Woodruff & Beach have ever built any marine work at all?

Answer. I believe they have; a very little.

Question. Have they ever undertaken to build engines for a vessel of over 400 tons burden?

Answer. I do not believe they have.

Question. Do you think they have facilities to do it?

Answer. I think they have; I have examined that, sir. I know the engineer of the establishment is a very competent man.

Question. Who is the engineer?

Answer. Mr. Wright.

Question. Did you go and see him?

Answer. I went to Hartford to examine a vessel for the Paraguay expedition, before the contract was made. I stopped to see their facilities for executing work.

Question. When the contract was made, you did not know anything about Mr. Wright?

Answer. I had met him both here and at Hartford, and had a talk with him.

Question. You did not know anything about the facilities of their shop?

Answer. Only from what I had seen and heard from others. Nor do I know with respect to the Allaire Works what their facilities are. I have not been there for eight or ten years. I have been so much at sea that I have not had much opportunity.

Question. Was not each bidder required to guarantee the same horse power and the same number of revolutions by the advertisement?

Answer. Yes, sir.

Question. Such being the case, how is it possible for the machinery of Murphy & Co. to be worth \$33,000 more than that of the Novelty Works and \$15,000 more than that of the Allaire Works?

Answer. The Novelty and Allaire plans were to me very objectionable; I would not take them for the government or for myself at any price.

Question. You are satisfied with your reasons, as they stand upon the record, upon this point?

Answer. Yes, sir.

Question. Did not Murphy & Co. build the machinery for the Niagara?

Answer. They did, sir.

Question. I will ask you whether the government did not expend a large sum of money in altering her machinery after her trip to Europe?

Answer. I believe they did spend some money when she came home from her cruise in refitting her for sea again. Some repairs were made to the valves and alterations in condensers.

Question. Did they not alter her machinery?

Answer. Not materially, to my knowledge.

Question. After her second trip to Europe, was not the department again compelled to alter her machinery?

Answer. We are now altering her machinery; that is, to attach a steam cylinder for reversing the engine, so as to assist in working by hand, and make it perform more quickly.

Question. Were not these repairs chiefly to remedy original defects in the machinery?

Answer. This putting in this new machine should have been done at first; but I do not think it was generally known, when these vessels were contracted for, that this machine was in use. I had nothing to do with giving the Niagara's contract out.

Question. Then this new machinery was to supply original defects in the plan of the machinery?

Answer. It was thought important to apply this improvement, which was not embraced in any of the specifications on the old contracts for these frigates.

Question. I will ask you, in awarding contracts should not the price govern, the parties being responsible?

Answer. Yes, sir; where their plans are equal.

Question. I will ask you whether any slight deviations in form would control the award?

Answer. No, sir; not slight deviations; they would have to be very material.

Question. Are not these deviations chiefly upon matters in regard to which engineers differ?

Answer. Well, sir, they may differ; I suppose they do differ very materially.

Question. And in respect to these deviations, one engineer contends that his plan is right, and others contend that others are right?

Answer. Yes, sir.

Question. They are upon collateral and doubtful questions?

Answer. Where there is a set of boilers, with 80 revolutions per minute, and with only capacity to hold five cylinders of steam above the water line, that is something that I could not vote for as a member of a board, acting for the government, at any price whatever; and there are some other prominent defects that I could point out on plans that have been sent in. I have always reported in favor of the lowest bidder where I approved of the plans. I did report for one offer, Mr. Reeder's; I think that bid was \$97,000.

Question. Did he get the contract?

Answer. No, sir. There were two members of the board who reported in favor of his plans: one reported in favor of the engines and against his boilers, and the other objected to his plans in toto.

Question. What was the result?

Answer. I believe he gave up his right to the contract, or something to that effect.

Question. Do you not know that he was deterred from presenting his bid?

Answer. I did not deter him; I do not know who did.

Question. What was the final result of that matter?

Answer. There was a new board ordered and new bids were given.

Question. Who got the contract?

Answer. Murray & Hazlehurst, of Baltimore.

Question. For how much? was it not \$120,000?

Answer. I think it was over that—\$131,000 for 14 miles per hour. They had a speed bid. Merrick & Sons was a low bid, \$102,000. I voted for them while I was a member of the board.

Question. I will ask you if some of the bidders were not allowed to amend their plans and specifications to suit the suggestions of the board before the contract was awarded?

Answer. Yes, sir.

Question. Who were they who did that?

Answer. I think Merrick & Sons did; I do not remember positively.

Question. They were the successful bidders at Philadelphia?

Answer. Yes, sir.

Question. Who else did?

Answer. I do not recollect.

Question. Did not Murphy & Co. change their plans for the New York vessels?

Answer. I think not, sir.

Question. Did not Woodruff & Beach change their plans?

Answer. I think they did, slightly.

Question. At whose suggestion?

Answer. At the suggestion of members of the board, sir.

Question. Were such suggestions made to all?

Answer. I think so, sir; they were to the Allaire Works.

Question. When you had selected the plan that suited you best, did you make any effort to ascertain whether any other firm would build an engine of that particular plan at a lower price than the bid for that plan?

Answer. No, sir; there was no effort of that kind.

Question. Why, then, did you do that in regard to the Griffith ship?

Answer. Because none of the bidders, save one, Mr. Norris, knew that the vessel was to be propelled by two screws; that was a change made, and this naval constructor, Griffith, was appointed after the advertisement of the department was made; that was all the reason.

Question. Did any of the bidders for the first seven sloops know what plan of engines you wanted them to construct?

Answer. No, sir.

Question. Had they any means of knowing?

Answer. I do not know how they could know, for I did not know myself at that time.

Question. Was there, then, any real competition as to price, the plans of the engine being uncertain?

Answer. I should say there was competition, both as to price and plans.

Question. If the plans, as adopted, had been advertised for new proposals, would not then the competing bidders have had an opportunity to have competed for the price?

Answer. It would perhaps be as well for the government in building steamers to get up a set of plans by a Board of Engineers, and then to decide upon the best plans, make these plans fully out and lithograph them. This would be a very heavy expense; but if it were done, and they advertised for the lowest bidders upon those plans, then prices would control the whole matter. It would perhaps be for the public interest to do so. There is only one objection: it might be said that the talent of the country would not come forward with plans.

Question. What difficulty would there be in advertising for plans in the first instance from all the competing engineers in the country; and then, having adopted a plan by such a board as you mention, calling for bids as to price?

Answer. You would have to bring all the bidders to Washington to show them the plan which had been decided upon.

Question. Could they not be lithographed and sent to bidders?

Answer. It would be very expensive to lithograph them.

Question. How much would it cost?

Answer. Perhaps ten thousand dollars for the plans and lithographs.

alone, especially if they reported upon two or three different kinds of plans. The expense might not be so great if they took up one particular engine, which they would not be very likely to do, because they do not agree in opinion about engines.

Question. But suppose we take the successful plan, the one which was finally determined upon, would there be any difficulty in lithographing that plan and sending it out?

Answer. No, sir; it would only be a matter of expense and time.

Question. Would it cost ten thousand dollars?

Answer. Not for one plan.

Question. How much would it cost, lithographed, as I have seen them?

Answer. The drawings, in the first place, for one set of these screw engines—the whole detailed drawings—would cost, I suppose, about one thousand dollars.

Question. Is not that done by officers of the government in your bureau?

Answer. It is not done in the Navy Department; it is done by officers of the army and of the Light-house Board. That is a simple matter to what a marine engine is.

Question. What would be the expense of lithographing them?

Answer. I do not know, sir.

By Mr. Groesbeck:

Question. Could you, by this method of merely advertising for plans—giving it to be understood that you did not intend to give the work to the best bidder—could you elicit the best talent?

Answer. You would have to pay a very high premium for it, sir.

By the Chairman:

Question. I will ask you whether the leading parts of steam machinery for sloops-of-war have not, in the course of modern improvement, assumed a definite shape, so that particular forms are recognized everywhere as the best?

Answer. In my opinion they are not; they are very uncertain. That is quite an open question. In fact, we are now introducing into these vessels recent improvements and modifications.

Question. Was there any variation in the contract of Murphy & Co. after the contract was awarded to them; I mean as to the specifications?

Answer. I varied all the specifications for the Brooklyn's machinery. I think the contract was made out since I have been here.

Question. Changed them entirely?

Answer. Not entirely, sir.

Question. Did you not also change the price in the contract of Murphy & Co.?

Answer. No, sir.

Question. Do you require them to do work which they did not embrace in their specifications?

Answer. I require them to do everything deemed for the public interest before their contract and specifications are sent to them to sign. I point out to them that such and such things will be required;

that is according to the usages of the department. I do not suppose, in connexion with that, that there are two engine establishments in the United States that would send a set of specifications into the Navy Department but what would want to be altered somewhat before being sent back.

Question. I will ask you to whom invitations for bids for the Griffith ship were sent after the meeting of the first board?

Answer. I think they were sent to the five other bidders, who did not know of the change in the section of the vessel; that she was to be propelled by two screws and to have increased power. These were sent from the Navy Department, and not from the bureau.

Question. Was the same sent to each bidder?

Answer. Yes, sir, precisely the same. They were sent with the original advertisement or circular from the department.

Question. Did you send any tracings to Reaney, Neafie & Co.?

Answer. Yes, sir, the same that were sent to the other parties. The Allaire Works were the highest bidders for the second.

Question. How many days intervened between the first board on the seven sloops and the second on the Griffith ship?

Answer. It seems to me that it was thirty days; I cannot state positively, but the circular will tell you.

Question. Were the plans of Mr. Norris still lying on your table then?

Answer. They would be in my office, either in a box or on the table. They were not out of the office, to my knowledge. They had to be on the table, for I copied the sections of the vessel from those drawings. We had no other means of getting the sections of the vessel, without sending to Mr. Griffith at Philadelphia.

Question. Did you copy that from the plans of Mr. Norris?

Answer. The sections of the vessel, not the machinery.

Question. To what person besides the engineers, Everett and Whipple, did you show those plans?

Answer. I do not recollect, sir; but if I was working upon them it is very probable that I should show them to any chief engineer who was in there and should ask to see them. I do not recollect to whom I showed them; I do not remember showing them to Mr. Whipple, even.

Question. Did any other person besides Mr. Witte call upon you in behalf of Reaney, Neafie & Co. during this time?

Answer. Not to my knowledge. Mr. Witte would come in to know when the decision would be made.

Question. Did you not disparage to several persons the plans of Mr. Norris by remarks?

Answer. When I was on board I gave the reasons for my opinion.

Question. Was you not very free in expressing your opinion when the subject was raised?

Answer. I do not know when the subject was raised. I express my opinions very freely on everything connected with my duties.

Question. Did you not know that these plans were still open for the decision of the government?

Answer. I did not know anything about it, whether these plans

were going again before the board, or whether they were to be recalled and modified.

Question. To whoever you conversed with you may have expressed your opinion on these plans?

Answer. I think it very likely. I generally express my opinions without hesitation when conversing on any subject.

Question. And you condemned these plans decidedly?

Answer. A part of them I did.

Question. Do you know when these plans were made out for Mr. B. H. Bartol, of Philadelphia?

Answer. I think it was before the board adjourned.

Question. Did he not design the machinery of the Wabash?

Answer. I think Merrick & Sons designed her machinery.

Question. Was she a successful steamer?

Answer. In some respects; I think she has some faults about her machinery.

Question. Do you know the profession or occupation of Mr. Bartol?

Answer. I do, sir; he is a mechanical engineer; he is the engineer of Merrick & Son's establishment.

Question. Does he stand high in his profession?

Answer. He does with me; but, like all others, he is subject to make mistakes.

Question. Did you ever design the machinery for a propeller war-steamer?

Answer. I have designed the engines for the Richmond, with the exception of the valve motion, which is Sickles'.

Question. When was that vessel built?

Answer. It is now being built in the Norfolk navy yard.

Question. Have you ever designed the machinery of a steamer which is now in successful operation?

Answer. No, sir, I never have.

Question. Do you consider that you are as good a judge of the plans of these propellers and the machinery for these propellers as such men as Mr. Bartol and Mr. Corryell, who are engaged in actual construction?

Answer. I do, sir; I have had more experience in managing engines at sea than either of these gentlemen, and have been as long connected with that business as either of them. There are some other matters connected with engineering with which Mr. Bartol is perhaps more acquainted than I am—light-houses, for instance.

Question. You think that as to propellers you are as good a judge as he is?

Answer. Yes, sir; as good a judge—I do not say better.

Question. Did you not converse with some members of the second board with regard to the plans submitted for the Griffith ship?

Answer. I recollect one of the members of that board coming in to me while the board was in session and asking my advice as to what he should do. He seemed to be very much annoyed. My advice to him was to do his duty faithfully and conscientiously. I had no other advice to give him. That member was Mr. Whipple.

Question. Did you not advise or speak to members of that board, or some of them, in favor of Reaney, Neafie & Co., and advise them to report in favor of them?

Answer. I did not, sir, to my knowledge.

Question. Did you not make disparaging remarks in regard to Mr. Norris' plan in their presence?

Answer. One thing I did. After the board had adjourned and sent in their report, they were in my office at my table, and they were telling me what their report was. I recollect Mr. Whipple said he had voted for Mr. Norris' drawings; and I said to him in a jocular manner, "If you have voted for an air-pump with the delivery valves one-fifth of the area of the pump bucket, you have got into a scrape," or words to that effect.

Question. Did you not urge some members of that board to report in favor of Reaney, Neafie & Co.?

Answer. I did not, sir; nor did I care who they reported in favor of.

Question. Why did the Secretary order the other board of engineers from civil life?

Answer. I believe his object was to see wherein they differed from naval engineers; I do not know any other reason.

Question. Did you not speak to Smith, Corryell, or Jones, or either of them, members of the civil board, in favor of Reaney, Neafie & Co.'s plans?

Answer. I did not. I recollect going in before the board upon one particular subject, because I had an idea that Mr. Norris would get the contract, to ask them about the coal bunkers underneath the boiler. I wanted to know whether, in their opinion, this was a proper place to stow coals. I asked them whether they would recommend a thing of that kind, as I wished to know.

Question. Did not your remarks, on that occasion, show that you were opposed to the adoption of Mr. Norris' plans?

Answer. No, sir; they had nothing to do with the engines, but were merely in reference to the coal bunker under the boilers.

Question. Did you not give them to understand which you favored?

Answer. No, sir.

Question. Had they not any information from the first board?

Answer. I do not know, sir; I did not communicate it to them, nor did they ask me, to my knowledge.

Question. You say you expected the contract would be delivered to Mr. Norris, did you not so state to the Secretary of the Navy?

Answer. I reported to the Secretary of the Navy, when these reports were submitted to me, in favor of giving Mr. Norris the contract, on account of his being the lowest bidder, if he would modify his condenser and delivery valves, and with regard to the screws revolving in the same direction, as it was expected that Mr. Griffith, who was appointed to construct the ship, would be held responsible for that, as he had endorsed it. I recommended his giving Mr. Norris the contract provided he would modify his plans.

Question. I will ask you if you did not suggest to the Secretary of

the Navy the propriety of getting some further statement from Mr. Norris in regard to the speed of his vessel?

Answer. No, sir; I did not.

Question. Did you ever have any conversation with the Secretary of the Navy upon that subject?

Answer. I think it very likely that the Secretary told me that he was going to get bids for speed.

Question. Did you have any conversation with Mr. Witte in regard to that matter?

Answer. Mr. Witte told me that he had made a speed bid. I did not know what his bid was; he came into the office and told me. I did not know what his bid was until the Secretary handed me both bids.

Question. Did you suppose then that the award would be in favor of Mr. Norris?

Answer. I advised the Secretary to give it to Mr. Norris, provided he modified his air-pump in the first instance.

Question. Was Mr. Norris requested to modify his air-pump?

Answer. I do not know.

Question. Did the Secretary of the Navy state to you any reason for not giving the contract to Mr. Norris?

Answer. The first thing I knew was having a couple of speed bids by Mr. Norris and by Reaney, Neafie & Co. handed to me.

Question. Do you know that the Secretary of the Navy drew up the original of that statement which was signed by Mr. Norris.

Answer. I should think he did not.

Question. Up to that time had you supposed that, as a matter of course, the award would go to Mr. Norris?

Answer. I had repored in favor of it provided he modified his drawings.

Question. Was there any considerable strife between these competing bidders in regard to these bids?

Answer. There seemed to be outside; I do not know anything about it.

Question. Did they not have gentlemen, members of Congress, appear on the one side or the other, or on both sides?

Answer. Members of Congress did not come to me in regard to either of them; I understood there was a good many of them interested.

Question. Do you know that members of Congress on both sides endeavored to influence the awards?

Answer. I heard that they did; I did not know that until I saw their letters in the Navy Department when this committee called for them.

Question. Do you know any occasion when Mr. Landy called there upon the subject?

Answer. He called upon me and asked me when this thing would be decided.

Question. For whom was he in favor?

Answer. He seemed to be interested for Reaney, Neafie & Co.

Question. What other member of Congress seemed to take an interest upon either side?

Answer. I do not recollect any.

Question. Do you remember any member of Congress who seemed to take an interest on Mr. Norris' side?

Answer. None came to me upon the subject.

Question. Did you hear of any going to the Secretary of the Navy?

Answer. I heard of them going or sending to the President and the Secretary; but I do not know it of myself.

Question. Are you acquainted with any parties connected with the Atlantic Works in Boston?

Answer. I know the engineer, Mr. Hibbard.

Question. Where were their plans made for the Norfolk sloop?

Answer. I suppose they were made by the engineer of the establishment.

Question. Were they not made in this city?

Answer. Not to my knowledge.

Question. Do you know that they were drawn up here?

Answer. I do not.

Question. Did you, directly or indirectly, aid in getting up these plans?

Answer. I did not; nor did I ever see them until they were brought before the board.

Question. Did you say anything to the members of the board to which these plans were presented in favor of them?

Answer. No, sir.

Question. Are you acquainted with J. Glancy Jones?

Answer. Yes, sir.

Question. Did you ever have any conversation with him to the effect that, if the machinery of the Lancaster was given to Reaney, Neafie & Co., the forging should be done at any particular place?

Answer. Not to my knowledge. Mr. Jones has come to me several times, asking me to send any forging work I could to the Reading forge.

Question. What did he say upon that subject?

Answer. Nothing particular; he knew that I was aware that they had a superior quality of iron called "Robison's iron," and he said that he would like to have me send any work to that establishment that I could.

Question. When was that?

Answer. Last summer, some time, I think.

Question. Did he request you to send any of the Lancaster work there.

Answer. No, sir; not to my knowledge.

Question. Did he say to you that, in case the contract was given to Reaney, Neafie & Co., the Reading forge would do the work?

Answer. Mr. Jones has come to me about getting work for that forge, and about getting employment for men; and I have endeavored to get employment for one man, a molder, in a private estab-

lishment, and other members of Congress have come to me to get employment for men.

Question. Did not the engines of Reaney, Neafie & Co. for the Griffith ship contain cylinders of the same diameter and stroke as those of Mr. Norris?

Answer. To the best of my recollection they are the same.

Question. Are not the screws of the same diameter?

Answer. I do not know about that positively. They have not the same number of blades.

Question. Are not the propellers alike?

Answer. Reaney, Neafie & Co.'s propellers are different altogether.

Question. Are they of the same diameter?

Answer. As shown on the drawings Reaney, Neafie & Co.'s are five inches greater in diameter.

Question. Are not the boilers of the same kind?

Answer. They are both multi-tubular, but they are differently arranged.

Question. In the previous bids of Reaney, Neafie & Co. did they not have a different plan of boiler?

Answer. I believe they had, but I am not positive about that.

Question. In all their previous bids did not they have a different plan of boiler to the one they now have?

Answer. To the best of my recollection they had. I think they had a vertical tubular boiler previously.

Question. Who were the securities offered by Reaney, Neafie & Co.?

Answer. The securities offered guarantying them to accept the contract, if awarded to them, were Peter C. Rambo and Samuel Rotan.

Question. Did you know that these men were employés of Reaney, Neafie & Co.?

Answer. No, sir; I did not.

Question. Have not these men been their standing sureties upon other contracts?

Answer. I think they have been upon the Lancaster.

By Mr. Bocock:

Question. What is your present official position?

Answer. Engineer-in-chief of the United States navy.

Question. How long have you been an engineer in the navy?

Answer. About fifteen years, I think.

Question. During that time how long have you been employed at sea?

Answer. Something over ten years, I believe.

Question. How long have you been unemployed during that time?

Answer. According to the Navy Register but one year and eleven months.

Question. Have you been employed more or less than the average time, as compared with other engineers in the service?

Answer. More, I imagine.

Question. What is your duty at sea?

Answer. I am in charge of the machinery of the vessel and the

men connected therewith, and all the stores connected therewith, tools, duplicate pieces, &c.

Question. Is it necessary that you should have an intimate knowledge of steam machinery in order to be able to discharge your duties properly?

Answer. Yes, sir.

Question. While thus employed at sea were you always in charge of the engines on the same ship, or did you serve on a variety of ships?

Answer. On many vessels.

Question. You have observed the working of engines and boilers of different kinds?

Answer. Yes, sir.

Question. What is the nature of your duty now, as engineer-in-chief of the navy?

Answer. I am at the head of the engineering corps of the navy, and detail the corps of engineers for their different duties. I take charge of all the drawings of machinery for the vessels of the navy, and do anything else the Secretary of the Navy may order.

Question. Are you the chief adviser of the Secretary of the Navy, now, in regard to steam-machinery?

Answer. I suppose I am.

Question. By whom were you appointed to the position of engineer-in-chief of the navy?

Answer. By the President of the United States.

Question. When drawings and other matters in regard to steam machinery are sent to the Navy Department where do they go?

Answer. To the Secretary's office.

Question. And then to what office?

Answer. They are then opened by a board of engineers or by other officers whom the Secretary orders to do so; generally Mr. Lenthall, Mr. Welsh, and myself.

Question. In what office are they usually filed away?

Answer. In my office, until they are called for by the unsuccessful bidders.

Question. Are you in any way related to, or do you have any connexion otherwise than official with, Secretary Toucey?

Answer. No, sir. I never saw him before I was appointed to the office of engineer-in-chief.

Question. Are you in any way related to any of the successful bidders?

Answer. I am not.

Question. Have you any relationship either by blood or by marriage, or in business, with Mr. Witte?

Answer. None at all.

Question. Did you ever receive any reward in the shape of a fee or a gift from Mr. Witte?

Answer. No, sir; except it might be a cigar now and then, and I suppose a little whiskey and water in his house in Philadelphia, when I have been there.

Question. Now, in relation to giving out the contract of the Lancaster, which was the first vessel you spoke about, I think?

Answer. There were three given out then; the Lancaster was one.

Question. To what house was the contract given for the building of the machinery for the Lancaster?

Answer. Reaney, Neafie & Co., of Philadelphia.

Question. Upon what ground?

Answer. Upon the ground of their being the lowest bidders, because the weight of their machinery was inside the limit advertised for, and they were nearest to the amount of coal required in the advertisement; these three reasons.

Question. What house was their principal competitor?

Answer. Merrick & Sons, of Philadelphia.

Question. Did the bids of Merrick & Sons come up to the specifications?

Answer. No, sir; their weight exceeded the amount required under the advertisement of the government; and the quantity of coal they guarantied to carry—thirteen days' full steaming—was less than Reaney, Neafie & Co. offered, and was below the advertisement.

Question. What difference was there in their propositions so far as speed was concerned?

Answer. There was no speed proposition.

Question. Were the defects in which the bids of Merrick & Sons fell short very material?

Answer. The matter of weight was not very important, but the amount of coal carried was quite material, and then there was a great difference in the price.

Question. Whose price was the lowest?

Answer. Reaney, Neafie & Co.'s.

Question. As the principal adviser of the Secretary of the Navy, what did you recommend in that case?

Answer. Mr. Lenthall's and my report is already before you. It recommends that the award be given to Reaney, Neafie & Co.

Question. Has the machinery been yet finished?

Answer. It is very nearly finished now; I suppose they will have steam on by the latter end of this month.

Question. Do you know anything in regard to that machinery?

Answer. I have seen it two or three times.

Question. What is your opinion of it?

Answer. My opinion is that it is equal to anything we have ever had in the navy.

Question. What is your opinion now, upon reflection and in view of all that you have seen, of the correctness of the decision letting this machinery to Reaney, Neafie & Co.?

Answer. I am very glad that it was done.

Question. In what view is it that you say you are glad it was done?

Answer. Because I think it will promote the public interest.

Question. How many of the engines of the vessels built during the last four or five years have been constructed in the government yards, as far as you know?

Answer. I do not recollect of any at this time.

Question. Was not one built at the Washington navy yard?

Answer. Oh, yes, sir; that of the Minnesota. I did not recall it to mind when you first asked me; but I recollect it now.

Question. Has the Minnesota been launched and put in commission?

Answer. Yes, sir.

Question. How does her steam machinery work?

Answer. I believe that there are some parts of the machinery of the Minnesota which are rather defective.

Question. What parts?

Answer. I have heard complaints made of some of her composition bolts.

Question. Whom were they made by?

Answer. They were made at the Washington navy yard.

Question. You have stated you were on the board before whom the proposals for the seven vessels ordered last year were first submitted?

Answer. Yes, sir.

Question. I want you to say how the board was divided in regard to each ship. How was the board divided in regard to the steam machinery of the sloop-of-war to be built at Portsmouth, so far as you remember? I want to know if in any case the board was unanimous, and if in any, in how many?

Answer. It would be hard for me to say now. I might make a mistake. I think the board were unanimous in the case of Woodruff & Beach, so far as I recollect.

Question. Then, according to the best of your recollection, all four of the board were unanimously of opinion in regard to the bid of Woodruff & Beach, that it was the most eligible bid for the steamer at Portsmouth?

Answer. Yes, sir.

Question. Were they unanimous in regard to any other bid?

Answer. I think they were unanimous in regard to the Morgan Works.

Question. For what vessel was that?

Answer. For the ten feet draught vessel building at Pensacola. It would be difficult for me to answer this question without having the record before me, so many boards having met.

Question. Did a majority of the board concur in all the cases in which the contracts were awarded upon the first proposals received for the seven sloops-of-war?

Answer. I think so.

Question. In other words I will ask you in regard to how many ships was no proposal accepted upon the bids first received?

Answer. The Norfolk sloop, and the ten feet draught vessel at Philadelphia, called the Griffith ship.

Question. Then proposals were received for steam machinery of five vessels, which were accepted at first?

Answer. Yes, sir.

Question. Do you know whether the bids accepted were such as were approved by a majority of the board in all these five cases?

Answer. I think they were. I recollect only one case that was not, and that was either the Allaire or the Novelty Works; Mr. Hunt voted for either the Allaire or the Novelty Works, I do not recollect which. With that exception, I think they were.

Question. Explain more fully and definitely than you have yet done what elements enter into your consideration in determining which bid to accept when a number of bids are before you as an engineer. How do you come to your conclusions? Do you look solely to the excellence of the plans, or to the price, or to the two combined, or to what do you look?

Answer. Solely to the excellence of the plan. When two plans are of equal excellence we take the lowest bidder.

Question. You look first, then, to the excellence of the plans, and then, when two are of equal excellence, you take that which is lowest.

Answer. Yes, sir, we recommend the lowest bid to the Secretary of the Navy, as in the case of Merrick & Sons.

Question. If you were sitting upon a board of engineers, and there was only one plan which you considered available, and that was offered at an extravagant price, what would you do then?

Answer. We would not take it.

Question. What would you do then?

Answer. Recommend the issuing of an advertisement for new proposals.

Question. I did not quite understand you upon the subject of altering plans. In what particulars would you do that; in any of the particulars set out in the advertisement?

Answer. Each bidder has the privilege of coming before the board and explaining his drawings. Some of the board will ask him questions in regard to those drawings; for instance, will ask him if he thinks if such and such a part is the best that he can do. If he says "yes," of course the board will take it for granted that he does not desire to make any change. But if he says that it would be better so and so, then the board will allow him to set forth such changes. This is done in regard to each one of the bidders, and the board makes a long tabulated list of the dimensions of the different parts of the machinery and appendages, and then they make a comparison from that tabulated list.

Question. Are these alterations generally material alterations, or minor ones?

Answer. They are very slight modifications.

Question. Has it ever happened in a case upon which you sat as one of the board that the bid of one party was accepted, and then he was allowed to make such an alteration as made his plan the same as that of another party whose bid was rejected?

Answer. No, sir.

Question. Have you ever ruled out a bid which adopted a particular plan and accepted the bid of another party, and then allowed the accepted bidder to change his plan to that of the party who was ruled out?

Answer. No, sir.

Question. What is the practice of the government, the custom of

the department, in regard to new patents which may be offered to them?

Answer. When a new invention is recommended to the department by a board of naval engineers, and the department can use it at a moderate and fair sum, they may do it. But very few new inventions are used.

Question. Suppose a man makes a new mechanical invention and wishes to get it adopted in the navy, what course does he pursue?

Answer. He brings it before the Secretary of the Navy, who will perhaps ask me if it is advisable to order a board to examine it. If I advise him to do so he will do so.

Question. If that board reports favorably, what then?

Answer. Then the Secretary of the Navy refers the report to me for my advice whether to adopt it in the navy or not, even after the board may have reported favorably upon it. Sometimes he may not do so; but he generally does.

Question. Upon what grounds do they usually report in favor of adopting any of these new inventions.

Answer. Upon the ground of the public interest; to save fuel, or something of that kind.

Question. How many of these bidders, if you can remember, included in their plans what is known as the Martin boiler?

Answer. I do not recollect that.

Question. I mean for the same sloops of last year.

Answer. To the best of my recollection, all but two. I think the Atlantic Works of Boston, the Allaire Works, and Mr. Norris, of Philadelphia, had horizontal tubular boilers; that is, to the best of my recollection; I cannot say exactly.

Question. What is your opinion of the Martin boiler?

Answer. It is a very good boiler where sea water is used; but where, as we are now doing, surface condensation is introduced and fresh water is supplied to the boiler, thus avoiding the incrustation consequent upon using sea water, I think the horizontal tubular boiler equally efficient, and that will not involve any patent right, as it is an old English boiler. But when you use sea water, the vertical tubular boiler has the advantage of being easily scaled when incrustations form in it; that is the only difference. I think I could use the vertical tubular boiler without paying anything for the use of it, as I do not think the patent is a valid one, it being for an old invention, in my opinion.

Question. When the government builds machinery for itself, if it chooses to use Mr. Martin's boiler, would it pay anything for the privilege of doing so?

Answer. It never has yet.

Question. Do you know whether there was ever filed among the archives of the Navy Department a release of this boiler to the government?

Answer. Yes, sir; there was; but I think that applied only to vessels built while Mr. Martin was engineer-in-chief of the navy.

Question. Did you ever receive or reject a bid on the ground that

it did contain or did not contain the Parry's anti-friction thrust bearing?

Answer. No, sir.

Question. Was any condition ever made, in your knowledge, a part of the terms, either expressed or implied, with any bidders for the steam machinery of a vessel that they should give their forging to any particular works?

Answer. No, sir; we could not make any such condition as that.

Question. How about the Norfolk vessel? You have already stated that there was a second board of engineers called upon the bids for the Norfolk vessel?

Answer. Yes, sir, there was.

Question. Who was the successful bidder before the second board?

Answer. Well, sir, the board were divided in opinion. Mr. Hunt and myself voted in favor of Mr. Reeder, of Baltimore.

Question. Was that the second board?

Answer. I am mistaken; that was the first board. I was not a member of the second board.

Question. Who received the contract for that Norfolk vessel?

Answer. Messrs. Murray & Hazlehurst, of Baltimore.

Question. What was the report of the board?

Answer. There were four who preferred the plans of Murray & Hazlehurst, with some modifications, to one who preferred the plans of the Novelty Works.

Question. Was there any guaranty of speed in that case?

Answer. Yes, sir.

Question. How many miles per hour was guaranteed?

Answer. The guaranty, I think, is for fifteen miles per hour, and so much forfeit for each mile under that.

Question. What is the general speed of vessels now in the navy?

Answer. None of the new screw sloops have yet gone to sea, and I can only speak of the screw frigates. The best speed that any of our screw frigates have yet attained in a smooth sea is ten knots an hour—except the Arragon—which is a very good speed for the power employed.

Question. How is it about the frigate Niagara?

Answer. To the best of my recollection, the Niagara's greatest speed under steam is about twelve knots an hour.

Question. What would you think of a proposition to guaranty twenty miles an hour?

Answer. That would depend upon the kind of vessel?

Question. Say for the Griffith vessel?

Answer. I should think that the man who made it knew very little—knew nothing in fact—about marine engineering or the resistance of fluids.

Question. Then you think it impracticable?

Answer. I do, sir.

Question. Do not steam packets make twenty knots an hour? I mean those on our lines to Southampton, Havre, Liverpool, &c.

Answer. The fastest steam packet in the world, I imagine, of all

sea going steamers is the Persia, so far as we can judge. The Adriatic has not yet been tried enough.

Question. How fast is the Persia?

Answer. I suppose the Persia's average passages are about twelve and a half knots an hour, not over that; at least not over twelve and a half or thirteen knots an hour; not statute miles.

Question. What is the difference between a statute mile and a knot?

Answer. A statute mile is 5,280 feet, a knot is 6,080 feet; the one is 800 feet more than the other. Twelve knots is about equal to fourteen miles. The fastest speed ever made by any steam vessel in the world is made by our river steamers. I suppose the Empire State and the New World, New York river boats, are the fastest in the world.

Question. What is their rate of speed?

Answer. They have made, I believe, twenty-two miles an hour.

Question. Would a man who undertook to build a vessel having reference to speed have any advantage over one who was constructing a government vessel? Or would a government vessel have an advantage over one built for speed alone? Is there anything in the shape of a passenger steamer that gives it an advantage or disadvantage as regards speed, in comparison with a government war steamer?

Answer. Yes, sir.

Question. What is that?

Answer. The fine lines of entrance and clearance that a mail or packet steamer can have gives it a great advantage as regards speed over a man-of-war, whose bow lines and stern lines, or entrance and clearance lines, must be built differently in order to support her battery. Those North river or New York boats, to which I have referred, have some of them their bows built so sharply that for twenty feet abaft of their entrance into the water they are not more than four or five feet across. While the government men-of-war must be built sufficiently broad immediately on their bows as to support a heavy piece of ordnance, and allow of its being discharged at that point.

Question. Then if the vessel building at Norfolk comes up to the guaranty in regard to speed, how will it stand in comparison with vessels now in the naval service of the United States?

Answer. My impression is that it will be superior to any vessel now in commission.

Question. Has the Secretary of the Navy informed you that he had any particular object that he wished to accomplish in the construction of these new vessels?

Answer. He has; and has been very earnest and pressing in having these vessels very fast, in order to beat anything afloat in any navy.

Question. Did he express that desire in reference to the Griffith vessel?

Answer. Yes, sir.

Question. Is there any peculiarity in the scheme of having that vessel built—I do not mean in the mere planning of it, but in the scheme of having it built? What difference is there in the plan of building that vessel and the plan adopted in regard to the building

of the other vessels? Is it built regularly in a navy yard, under a regularly appointed naval constructor?

Answer. No, sir; it is being built under the superintendence of a civilian appointed temporarily naval constructor.

Question. And what is to be done with that vessel in regard to speed? Was any particular latitude allowed to him in regard to fashioning and planning that vessel over that allowed in regard to the other vessels?

Answer. I think the same latitude is allowed to the one as to the other; though he is appointed a constructor from outside of the navy, and the other constructors are all in the navy.

Question. Were the constructors of the vessels at New York, Norfolk, Pensacola, &c., allowed the liberty of constructing their vessels with two propellers instead of one?

Answer. I do not think they were.

Question. Was not that allowed to Mr. Griffith, this civilian constructor?

Answer. Yes, sir; but in regard to the immersed sections which they have, I do not think the department allowed two propellers to be used.

Question. When the specifications were issued for proposals for these seven vessels, was any particular reference made to this Griffith vessel?

Answer. No, sir; we did not know at that time that it would be different; Mr. Griffith was not then appointed a naval constructor.

Question. When the bids came in and were submitted to the first board of engineers, how many of them had reference to the peculiar form and shape of the Griffith vessel?

Answer. Only one.

Question. Had the other bidders any opportunity to have made their plans suitable to the Griffith vessel, if they had chosen to do so, before that time?

Answer. No, sir; not to my knowledge.

Question. Why?

Answer. Because they were not aware that the plans or design in regard to that vessel varied from the others, requiring two propellers and an extra amount of power.

Question. Had that information been given to the department by Mr. Griffith before the bids were opened?

Answer. I believe it was.

Question. Did you send any information in relation to it to the bidders?

Answer. No, sir; nothing until after the bids were opened.

Question. When the bids were opened whose plan was the only one adapted to the Griffith vessel?

Answer. The plan of Mr. Norris, of Philadelphia.

Question. What was your recommendation?

Answer. To issue proposals for new bids.

Question. Why did you make that recommendation?

Answer. Because it would have been unfair competition towards

the other bidders not to have informed them of the particular design of the department to give two propellers to that vessel; there would have been no competition whatever.

Question. How did Mr. Norris obtain his knowledge of that design?

Answer. He could only have obtained it from Mr. Griffith. He could not have obtained it from the department, because it was not in its possession.

Question. Did you say that the necessary information for adapting their plans to that vessel was given to the bidders on that vessel after the session of the first board of engineers?

Answer. Yes, sir.

Question. What information was there?

Answer. The sections of the vessel; the three midship sections; plan and side elevation of the vessel; and the increased number of horse-power—1,100 horse-power instead of the 1,000 horse power—with the circular from the department showing wherein the vessel was changed from the specifications in the first advertisement.

Question. Is this the drawing sent to the bidders? (Showing witness a copy of drawing from the department, purporting to be that sent to the bidders for the machinery of the Griffith vessel.)

Answer. Yes, sir.

Question. Was this sent to all the five bidders?

Answer. Yes, sir.

Question. Was any other tracing or drawing sent from your office to Reaney, Neafie & Co. than these?

Answer. No, sir.

Question. What does this drawing show?

Answer. It gives four cross-sections of the vessel. One is a cross midship section; another is a second cross midship section, further forward; and the other portions of the drawing show the peculiar form of the vessel's bottom, the kind of keelson we wish to be used, and how very sharp she was aft where the propellers came. This is what was sent to all the five bidders.

Question. Does this give the side elevation of the vessel, or any information in regard to the kind of propellers?

Answer. It does not give information in regard to the propellers. I would say this, that I understand, though not officially, that these keelsons are to be altered. I certainly should recommend that they be altered, if I were consulted about it.

Question. Mr. Griffith has said, in a statement which has been furnished this committee, that "Mr. Reaney informed me that he had received a tracing from Washington of a section of the vessel. On questioning him, I found that the tracing he had received was one of your (Mr. Norris) plans, showing side elevation, with shaft and propellers. As I had furnished no such drawing, and you had, I was satisfied that the tracing was from your drawing and not mine." Is there any shaft shown in this drawing before you?

Answer. No, sir; but it shows that two shafts are to be used; that is also stated in the circular, and that a hundred horse-power more is required than set forth in the specifications.

Question. Do you say that, within your knowledge, this is the only drawing or tracing sent from your office to Reaney, Neafie & Co?

Answer. This is the only one.

Question. From whose plan in your office was this taken?

Answer. This was copied from Mr. Norris' plan.

Question. Why from his plan?

Answer. By direction of the Secretary of the Navy, and because we had no other means of getting these tracings, and we considered them to be correct, as they were certified to by Mr. Griffith, the engineer of the vessel. They were not otherwise in the possession of the department.

Question. Did Mr. Griffith make any endorsement upon any of these drawings?

Answer. Yes, sir, upon all of them.

Question. What endorsement?

Answer. I think it was "Approved, J. W. Griffith."

Question. Did you consider this endorsement of Mr. Griffith, so far as these drawings related to the necessary plan of the vessel, as an adoption of those plans by him as a part of the plans of the vessel?

Answer. Yes, sir, I considered it an adoption of the plans throughout.

Question. Is there anything in this tracing that would enable a man to obtain a knowledge of the peculiarities of Mr. Norris' plans and drawings?

Answer. No, sir; there is no great peculiarity about Mr. Norris' engines. They are back-action engines, with lifting air-pumps single acting. There is nothing new about them, nor is there about the engines of Reaney, Neafie & Co.

Question. After the first board declined to recommend the acceptance of any bid for the Griffith ship, you say that Mr. Norris' plans and drawings were in your office on your table?

Answer. They were in the office somewhere, perhaps on the table; it is very likely.

Question. Did Mr. Witte ever ask you to let him see those plans?

Answer. No, sir.

Question. Did he ever go into your office and make observations about those plans in your presence?

Answer. No, sir.

Question. Did he ever examine these plans in your presence?

Answer. No, sir, not to my knowledge.

Question. Was there any difference in the manner in which you kept this plan and the plans of other persons in your office?

Answer. No, sir.

Question. Was there any effort on your part, or any desire on your part, to keep these plans in a public place?

Answer. No, sir.

Question. Why were they lying upon your table?

Answer. We had put them on there in order to copy off these sections, and I have very often taken them up, in connexion with other plans, to study their peculiarities when I had leisure to do so;

and sometimes, when I have been called off in a hurry, I may have left them with other plans lying upon the table.

Question. Was there any time, so far as you recollect now, when these plans were left lying alone upon your table?

Answer. No, sir; not that I know of.

Question. Is it a part of your business, as chief engineer of the navy, to judge of improvements, &c.?

Answer. It was my duty to consult with all engineers who came here.

Question. Is it a common practice for you to consult engineers, if they come into your office, in regard to drawings you may have there?

Answer. It is very common with me. I always consult them, as in the case of my own Richmond drawings, and drawings of other government works.

Question. Did Reaney, Neafie & Co., or Mr. Witte, ever apply to you by letter or by conversation in regard to these plans and drawings?

Answer. No, sir.

Question. After the action of the board of civilians, or outside engineers, what did the Secretary of the Navy do?

Answer. He handed me the reports of those gentlemen, and asked me to report to him what I would recommend to the department.

Question. What did you recommend the department at that time to do?

Answer. As Mr. Norris was the lowest bidder, I recommended the department to accept of his bids, provided he would modify his drawings in some particulars.

Question. Do you know whether they asked him to agree to those modifications?

Answer. I do not.

Question. Was Mr. Norris' bid accepted?

Answer. No, sir.

Question. What was done?

Answer. I think that very shortly after that I had handed to me two other bids, one from Mr. Norris and the other from Reaney, Neafie & Co., in regard to speed, and I was requested to make another report, which I did. In that report I recommended that the plans of Reaney, Neafie & Co. be accepted, as they were the lowest bid at the speed which, in my judgment, could be obtained from the vessel.

Question. Were you in the office of the Secretary of the Navy when he stated to Mr. Norris his determination in regard to the acceptance of the bid of Reaney, Neafie & Co?

Answer. I was.

Question. Did Mr. Norris then, and in your presence, make any protest against the award being given to Reaney, Neafie & Co., and charge that his plans had been pirated and shown to them?

Answer. On the contrary, he acknowledged to the Secretary that there was no resemblance whatever between Reaney, Neafie & Co's engines and his engines.

Question. Were the drawings of Mr. Norris brought into the room?

Answer. Yes, sir; and the drawings of Reaney, Neafie & Co. were

brought there and shown to him; and he was asked to point out any resemblance between them, and he said there was none whatever, or words to that effect, but that he had been mistaken in charging me with furnishing copies of his machinery to Reaney, Neafie & Co.

Question. By whom was that statement of his heard?

Answer. I think it was heard by Mr. Witte; the Secretary, Mr. Witte and myself were present; Mr. Witte was present as the agent of Reaney, Neafie & Co.; we called both parties in.

Question. Had you any prejudice against Mr. Norris, personally or officially?

Answer. None, whatever.

Question. Had you any acquaintance with him previously?

Answer. Very slight.

Question. Had anything occurred during your acquaintance with him to prejudice you against him?

Answer. Nothing at all; I never knew Mr. Norris as a marine engineer, but that would have had no effect upon me at all; I acted solely in regard to the plans presented in that case.

Question. Upon your responsibility as the chief engineer of the navy, what is your opinion about the action of the Secretary of the Navy in awarding this contract to Reaney, Neafie & Co.?

Answer. I think he acted properly, and for the public interest; I think he acted judiciously.

Question. Have you known anything in the action of the department, since you have been engineer-in-chief, in which you considered that the government interest was neglected in order to promote the interests of friends of the Secretary of the Navy, or any other person?

Answer. I have not.

By Mr. Ritchie:

Question. You speak of the Niagara having the greatest speed of any vessel in the United States navy; what is the power of her battery as compared with that of other war vessels of the first class in the navy?

Answer. She has never had her regular battery upon her decks. I think that the one allowed to her now is only about one-third that of the other frigates of the same class.

By Mr. Groesbeck:

Question. Had you in the department any drawings of the Griffith ship, at the time you sent out your circular or second advertisement, other than those that accompanied Mr. Norris' plans, which had been approved by Griffith?

Answer. No, sir.

Question. You have stated that after a contract was awarded you sometimes made changes?

Answer. Always, more or less.

Question. I understand you to say that you do not increase the price?

Answer. No, sir; but I increase the amount of work to be done.

Question. Suppose that you make material changes so as to reduce the amount of work to be done, do you ever reduce the prices?

Answer. There is one case of that sort. There was a reduction of

the charges under one contract, that of Mr. Merrick, of Philadelphia. The Secretary, after the contract was made, gave them permission, in order to obtain an increased speed, to use four-bladed propellers instead of two-bladed propellers. That rendered unnecessary the hoisting apparatus, and a deduction was made of \$200. That is the only case; and we allow no extras.

Question. I want to know whether, upon changing the plans as you may think best, upon further examination and study, you change the price if you reduce the amount of work?

Answer. Yes, sir, if we reduce the work; but we always have increased the expenses upon the part of the government by the changes we make, with the single exception of Mr. Merrick's case.

By Mr. Groesbeck:

Question. Do I understand you to say that when the board opened its session bidders, or their representatives, were present, and made modifications of their plans, or were allowed to make such modifications of their plans as they saw fit?

Answer. Yes, sir; they were allowed to come before the board and explain their plans, and if modifications suggested themselves they were entered.

Question. Was it the practice for all the bidders to appear before the board to make an explanation?

Answer. Generally so. Some bidders would apply and come before the board and others would not. Then the government would conclude to invite all bidders, in order to make it equal. That is the way I discovered that Mr. Norris' drawings were not made by himself, but by Mr. Bartol; for at that time Mr. Norris was in New York sick, and we were written to by Mr. Bartol that he would make the explanations.

Question. Please to state more distinctly with reference to the surety, Mr. Rotan and another; was that a surety that if the bid be accepted the party will enter into the contract?

Answer. Yes, sir; that is always required.

Question. When you make the contract do you have sureties for its execution?

Answer. Yes, sir.

Question. Are the sureties that the contract will be made looked to at all, or accepted as sureties that it will be executed?

Answer. They are in some cases. They may be changed in the contract.

Question. Do you take up that matter again, when you come to make the contract, to determine who shall be the sureties for its execution?

Answer. Yes, sir; the navy agent is responsible for that according to law.

SAM'L ARCHBOLD.

No. 38.—JAMES LANDY.

FEBRUARY 4, 1859.

JAMES LANDY was sworn and examined.

By the Chairman:

Question. Were you here at some time in October or November, with regard to the trouble between Norris and Reaney, Neafie & Co., in regard to a contract?

Answer. I cannot tell exactly the time I was here, but it was at some time preceding the present session; it was late in the fall.

Question. For what purpose did you come?

Answer. I came here at that time for the purpose of representing the firm of Reaney, Neafie & Co., who were proposing to construct machinery for the government.

Question. Were they constituents of yours?

Answer. Yes, sir; their establishment was in my district.

Question. Who paid your expenses here?

Answer. I paid my own expenses.

Question. Did they not contribute towards paying them?

Answer. No, sir; but perhaps I would better say that those gentlemen proposed to pay my expenses here, which I, of course, very indignantly declined accepting, as they were my constituents, and I felt it my duty to represent them or see that they were properly represented here before the department.

Question. Who came with you; what other member of Congress?

Answer. No other member.

Question. Did you come on with Mr. Witte?

Answer. I think Mr. Witte came with me.

Question. Any member of the firm of Reaney, Neafie & Co.?

Answer. No, sir; I think not.

Question. To whom did you go to represent the interests of Reaney, Neafie & Co.?

Answer. To the Secretary of the Navy.

Question. What representations did you make to him in regard to the matter?

Answer. That they were a very experienced firm, highly honorable and creditable men; that in all their undertakings, so far as marine engines were concerned, their labors had been crowned with the highest success; and I recommended them to the department in view of the success of their establishment, and their ability to perform the work in a manner advantageous to the government.

Question. Did you suggest to the Secretary any political considerations?

Answer. None at all; none.

Question. Did you state anything about the political standing of this firm?

Answer. No, sir; nothing at all.

Question. When was this; before or after the election?

Answer. I think it was after the election; I would not be positive.

Question. Was it about the time they filed their application?

Answer. I think the Griffith ship was not named until after the election. I am not positive. The date of the election would prove the matter.

Question. Was it before the meeting of the board of engineers?

Answer. That I cannot say positively.

Question. Did you learn from them whether or not the board had set upon these proposals at that time?

Answer. I think it was before the meeting of the board.

Question. How long before the meeting of the board?

Answer. I cannot state; it has completely passed my recollection, and I should not wish to commit an error with regard to the time.

Question. What particular object did you seek to advance by getting the contract for Reaney, Neafie & Co.?

Answer. I had two objects in view: the interests of the government and the interests of my constituents; the particular interest of the government, and of course the interest of my constituents connected with that. I may say that I had another object; that apart from benefiting the firm, the master workmen in their employ, and a great number of very respectable mechanics that work in their establishment, reside in my district; and bringing work to that firm would operate to their advantage at the same time.

Question. In whose district does Mr. Norris reside?

Answer. I do not know. I have been informed that he resides in the fourth district.

Question. In whose district is the Norris Works?

Answer. There is a locomotive establishment in the fourth district, that represented by Mr. Phillips, but I do not know that any marine engines are built there; nor do I know that the gentleman proposing to do this work had anything to do with that firm at all.

By Mr. Groesbeck:

Question. Were you here before or after the October election?

Answer. I cannot answer that without some data to go upon, because my coming here had no connexion at all with election matters. If you will leave this until to-morrow I may be able to ascertain from some memorandum or otherwise the date.

By Mr. Ritchie:

Question. Do you know what the politics of Reaney, Neafie & Co. are—whether they are democrats or not?

Answer. One of them was represented to me as an opposition man.

Question. Who is that?

Answer. I think it is the active man of the firm, Captain Levy.

Question. What are the rest of them?

Answer. I know very little about their politics. One I believe to be a democrat, and what the others are I do not know. The main thing I do know is, that their establishment is in my district, and that they are men of skill and a successful experience of something like sixteen years in the construction of marine engines.

By Mr. Groesbeck:

Question. Did you make this application with the view of aiding yourself in your re-election?

Answer. No, sir; no, sir.

By the Chairman:

Question. Have you ever received from Reaney, Neafie & Co. any sum of money for any service, either as agent or in any other capacity?

Answer. No, sir; no, sir. As they called upon me to represent them at the department, (as I was attending to their business,) it was very natural for them to offer to pay my expenses; but I refused accepting anything from my constituents. I felt it my duty to represent them; that it would be conferring a benefit upon the government as well as upon them. They are a firm not much in need of work; for they are always full. They stand in our city, I believe, first upon the list of engine builders, and I did think that if the contract was awarded to them at a proper price, the government would receive the kind of machinery they wanted.

Subsequently the witness reappeared and made the following statement:

I find by reference to the books in which my name is recorded at the hotel, that I arrived here upon the 7th of November, which was after the election, that having taken place upon the second Tuesday of October. Upon reflection I find a correction I would like to make. I replied that I thought I came here in company with Mr. Witte. I distinctly recollect now that at that time I came here alone.

JAMES LANDY.

No. 53.—JOHN W. GRIFFITHS, PHILADELPHIA.

FEBRUARY 8, 1859.

JOHN W. GRIFFITHS called and examined:

By the Chairman:

Question. What is your position officially?

Answer. Temporary naval constructor at the Philadelphia yard.

Question. Are you the engineer in charge of what is called the Griffiths' ship?

Answer. I am the constructor. That vessel was designed by me, and is building under my direction.

Question. When was your attention first called to the building of a ship for the government?

Answer. For a number of years I have contemplated doing so. I made proposals a year ago last November.

Question. When did you and Mr. Norris first confer together with regard to the building of a ship?

Answer. I think it was in November, 1857.

Question. Had you any conversation with him upon the subject?

Answer. I sent a communication to him. I have conversed personally with him upon the subject.

Question. Had you any conversation with the Secretary of the Navy?

Answer. Yes, sir.

Question. What led to your appointment as naval constructor?

Answer. The proposal that I had made, in connexion with Mr. Norris, to build ships of several descriptions, giving the department the choice which to prefer. They were to be of a light draught of water, heavily armed, and of different rates of speed.

Question. When were you employed?

Answer. My appointment is dated July 24, 1858.

Question. What drawings, if any, did you furnish to the department before the bids were opened?

Answer. The side elevation, half breadth plan, body plan, with an explanation of the exponential solid of displacement of the immersed sections, with calculations of the displacement, weight, &c I sent, also, a spar draft.

Question. Did you furnish the department with any cross sections?

Answer. Yes, sir.

FEBRUARY 9, 1859.

Question. What portion of the drawings now shown you were furnished by you, and what portion by Mr. Norris?

Answer. I furnished the longitudinal plane at the centre of the shaft No. 4; the cross section No. 1; these drawings have been enlarged from my own drafts; also the cross section No. 2, and a part of cross section No. 3. I furnished a part of side elevation No. 5. I furnished none of the machinery upon the side elevations No. 3 and No. 5.

Question. Did you furnish the lines of shafts for propellers marked upon the drawings in red ink?

Answer. No, sir; none of the red lines were furnished by me.

Question. State, if you know, who furnished those lines?

Answer. Mr. Norris, I believe, furnished them.

Question. Did those lines form a part of his plans for machinery?

Answer. They did, sir.

Question. Did you approve the plans of Mr. Norris?

Answer. I did, sir.

Question. State how you expressed your approval?

Answer. I wrote "approved" upon the tracings which he sent to Washington, and signed my name, inasmuch as the original drawings of my own had come back to me for my name to be attached, when I had neglected to do it. Having sent the correspondence, I supposed it would be sufficient; but the drawings came back from the department, with the statement that it was necessary for me to put my name upon them.

Question. State whether Reaney, Neafie & Co. received any information of the plans of Mr. Norris before the second proposals were handed in, or in any way?

Answer. I do not know definitely whether they did or not. Mr. Reaney told me they had. When I asked him what plans he had, he told me had a side elevation, with the shafting and the propeller.

Question. When was that?

Answer. That was after the first bids were closed, and prior to the opening of the bids under the second advertisement.

Question. Did he state whence he received that information?

Answer. I asked him, and I think he told me from the department.

Question. Do you know in what capacity Mr. Witte acted for Reaney, Neafie & Co.?

Answer. No, sir.

Question. What is his employment in the city of Philadelphia?

Answer. Indeed I cannot tell you, sir.

Question. Is he a machinist, or is he connected with machinery in any way?

Answer. No, sir; I never understood that he was.

Question. Is there any fact which you desire to state in regard to this matter?

Answer. Perhaps it is proper for me to remark that I furnished the plans as fast as I could make them. The department upbraided me for not furnishing plans at an earlier date. The delay arose from the fact that my appointment was directed to Philadelphia instead of to New York, so that I could not report for duty until August 7. Along during the month of August I furnished about all the plans, quite as many, and indeed more, than it is usual for the naval constructors to furnish. My memory of dates is very poor, and I have therefore taken the dates from my correspondence, and they are these:

Memoranda of dates as copied from correspondence.

Final proposal, which gave rise to appointment, bears date of June 18.

Date of appointment, July 24, 1858.

Reported for duty, August 7, 1858.

Building instructions and cross section called for in letter from department of July 30 were furnished August 13.

Draught of hull and spars were furnished on the 20th of August, together with the space required for machinery.

The calculations of displacement, weights and propulsory power required, were furnished on the 24th of August.

The deck plans and hold arrangement, for equipment, stores and armament, were furnished on the 7th of September, 1858.

By Mr. Bocoek :

Question. In what way were you connected with this vessel ?

Answer. Only as temporary naval constructor, at a salary of \$2,000 a year. I had made proposals upon the 18th of June, and the Secretary concluded to accept and construct one of the type of vessels described.

Question. Did you apply to the department for the privilege of superintending the construction of one of those vessels ?

Answer. I applied to the department with proposals to construct a vessel.

Question. When you received that commission as constructor did you or did you not thereupon become a government officer ?

Answer. Yes, sir.

Question. In drawing up the plans for the construction of your vessel did you consult with any gentleman whom you knew would be a bidder for the machinery of that vessel ? Did you take into consultation, in arranging and methodizing your plans, any gentleman who you knew would be a bidder to contract to furnish the machinery for the vessel ?

Answer. Two or three. Mr. Norris was one ; Mr. Bartol was another ; Mr. Merrick was another ; and I think there were perhaps others whom I cannot distinctly recollect.

Question. Who rendered you the most assistance in drawing up your plans ?

Answer. In the plans for the hull and the spars, and the calculations, I had no assistance.

Question. On what part of your plans and arrangements did you have assistance ?

Answer. In determining about the weights of machinery.

Question. Who rendered you assistance in that ?

Answer. Mr. Bartol assisted me, having had experience in this kind of machinery.

Question. In what particular thing were you and Norris in consultation ?

Answer. The proposals for building the vessel by contract were between us.

Question. Did Mr. Norris have any connexion with you as naval constructor?

Answer. No, sir.

Question. The original proposals were made by Norris and yourself jointly. Was there any connexion between you after you received your appointment as naval constructor?

Answer. None whatever.

Question. None in drawing up your plans?

Answer. Oh, yes, sir; in mutual assistance and advice, as to the size of the propeller and machinery, I took consultation with him, as I did with Mr. Merrick and Mr. Bartol.

Question. What assistance did you give Norris in drawing up his plans for steam machinery.

Answer. I gave him the space required, or the space allowed.

Question. Did you state the number of propellers there was to be?

Answer. Yes, sir; there were to be two.

Question. Was that the usual number?

Answer. No, sir.

Question. Did you give this information to anybody else besides Mr. Norris?

Answer. I gave it to the department.

Question. Did you give it to any other person?

Answer. Yes, sir; to a gentleman from Boston who called after the first bids were closed. Mr. Merrick wrote to me in New York, after my appointment, before I knew that I was appointed.

Question. Did you seek to conceal your plan from Reany, Neafie & Co.?

Answer. No, sir; they never called upon me for it.

Question. Did not you intend to give this steam machinery to Mr. Norris, because he was your partner in the original proposal for the vessel?

Answer. Not beyond what I have stated.

Question. To whom did you send those plans when you communicated them to the department?

Answer. To the commandant of the Philadelphia navy yard.

Question. Do you know when they were sent to the department?

Answer. No, sir; I know that they were received from the letters that came from the department.

Question. Did you inform the department that there were to be two propellers?

Answer. Yes, sir.

Question. Did you draw lines for those propellers?

Answer. No, sir.

Question. What information did you give the department relating to the two propellers?

Answer. I gave the diameter of the propellers.

Question. Was there any particular arrangement which it was necessary that those propellers or propeller shafts should have in order to be adapted to the plan of your vessel?

Answer. Nothing beyond that of gearing.

Question. Without having the information of this gearing was it possible that any man could arrange the steam machinery for this vessel so as to adapt it to the vessel?

Answer. Yes, sir.

Question. Without knowing about the propellers?

Answer. Not without knowing there were to be two.

Question. When you sent up your drawings to the department were any of the drawings of Mr. Norris connected with yours?

Answer. No, sir.

Question. Had he any drawings upon the same paper with yours?

Answer. No, sir.

Question. Did you see any drawings in the office of Reaney, Neafie & Co.?

Answer. I have never been in their office.

Question. Is there anything upon that paper [the drawings shown] that would give what you would consider to be important information in relation to the peculiar plan of Mr. Norris for this vessel which it was not necessary to have in order to adapt machinery to the vessel?

Answer. The line of shafting was not necessary, the point where the shafting was to pass through the vessel. That determined the spaces between them, which it was not necessary to have, and that determined the length of the shafts.

Question. Did you in consultation with Mr. Norris fix upon the point in the vessel at which the shaft was to pass through?

Answer. No, sir; no more than with other gentlemen with whom I had consulted.

Question. Had not you already fixed upon that particular line of shafting to pass out at a particular point when you received your appointment?

Answer. No, sir; not until I had arranged it. In fact, there was an amendment made in the Secretary's office with reference to the bearings. I thought it would be better to put the bearings forward of the propeller instead of aft. This was a suggestion of my own, approved, I think, by Mr. Archbold at the time the change in the arrangement was made.

Question. Was it a change from this plan?

Answer. It was; that the bearings should be forward instead of aft the propeller.

Question. I ask you as an intelligent naval constructor to what extent are the peculiarities of Mr. Norris' plan, further than was necessary to adapt the machinery to the vessel, shown upon that plan?

Answer. The propellers are not there. Mr. Reaney told me he had a side elevation of shaft and propellers, but the propellers are not there.

Question. So far as that drawing is concerned, then, there is nothing very material?

Answer. No, sir; beyond the line of shafting, the length of it, &c. The length of shafting is an important feature, for the reason that the greater the length the more liability to spring, and for that reason it

was suggested in the Secretary's office to put the bearing forward of it to shorten it.

Question. Do you not think it was proper that that should be communicated to bidders in order to enable them to adjust their plans to the peculiarities of the vessel you intended to build?

Answer. It was a plan arranged in the Navy Department.

Question. But ought not all the arrangements of the vessel, so far as they could be conveniently communicated, to be sent to the bidders?

Answer. The department was furnished with even more than they asked for; they were furnished with the exponential solid displacement, which gave the diameter of circles of equal area with the immersed sections, so that at any point in the entire length of the vessel they might be able to determine the immersed cross sectional area. It reduced the immersed solid to a form resembling a cigar. I gave them also the area of the body of the vessel, of the machinery and the boiler, and the diameter and number of the propellers. The vessel was to be ten feet draught.

Question. Was there anything peculiar in Mr. Norris' plan of propeller?

Answer. No, sir; his plan of engine was very compact.

Question. Suppose the propeller had been given there, would that have afforded any particular information as to the peculiarity of Mr. Norris' plans?

Answer. Only by the bearings or the length of the shafting. Vessels have been known to spring a leak and to be sunk in consequence of misadjustment there. It is an important feature that these should be constructed properly.

Question. Does the form of the vessel determine in any degree the location of the bearings or the manner in which the propeller shaft will pass through the vessel?

Answer. It will determine the length of the bearings and the length of the shafting.

Question. What were the peculiarities of Mr. Norris' plan?

Answer. Economy of space; a good arrangement of boiler in proportioning the fire and grate surface and steam rooms; the centre of gravity of the boilers, machinery, and coal coincided with the centre of gravity of the vessel, which would enable her to be kept in trim at all times, whether loaded or light—that is, whether the coal bunkers were empty or full. The limit of draught of water being so very small—being necessarily confined to ten feet—it is very important that these points should be so adjusted around the centre of gravity of the vessel; for, if not, although the machinery might not weigh any more, yet the vessel might draw more water than intended at the stern, and thus the vessel would draw more than ten feet while the mean draft did not exceed that. Besides this, the strength of the vessel depended upon the longitudinal section, and almost entirely upon the line of bulkheads. The space required by Mr. Norris' machinery was small, which enabled me to arrange the bulkheads so as to support the deck, and at the same time the heavy armament.

There were to be two 11-inch guns on deck. To carry that armament in ten feet draught of water made the vessel necessarily shoal; and the longitudinal bulkheads could be very properly arranged with the machinery built by Norris. It enabled me so to distribute the support to the deck as to allow a passage under the deck, so that you could pass from the cabin to the forecastle without going upon deck. In these particulars I was very emphatic. In reference to the strapping, which was important to add to the strength of the vessel, the arrangement of Mr. Norris was satisfactory. Mr. Norris' plan put the coal where I desired it—forward of the machinery instead of alongside of it—so as to allow the passage below the deck, and to distribute the centre of gravity properly.

Question. Were you consulted, by Mr. Norris, with reference to the adaptation of his machinery to your plans?

Answer. Yes, sir. Mr. Norris made his plans after learning the peculiarity of my wants with reference to strength and space.

Question. Could anybody else have arranged suitable plans without knowing your wants and requirements?

Answer. Not without coming to me and asking.

Question. Tell me whether this drawing gives any idea of the space allowed?

Answer. The drawing that I furnished the department contains the bulkheads, which are not in this drawing, although the outline of the kelsons seem to be here.

Question. Does this plan give any information of the peculiarity of Mr. Norris' arrangement in regard to economy of space?

Answer. No, sir.

Question. Does this plan give any idea of Mr. Norris' peculiar arrangement in reference to proportioning the fire and grate surface and the steam-room?

Answer. No, sir.

Question. Does this plan give any idea of the peculiarity of Mr. Norris' arrangement in the adjustment of the weights of the machinery and coal, so as to coincide with the centre of gravity of the vessel?

Answer. Yes, sir; by showing the length of the shafting, and where the line of shafting will come.

Question. You say that Mr. Norris' plan enabled you to arrange your strapping outside?

Answer. No, sir; I was speaking of the questions of the Secretary, who had some doubt as to the longitudinal strength. It was in connexion with the longitudinal bulkheads.

Question. Do you know anything of the plan of Reaney, Neafie & Co.?

Answer. Only what they have told me about it.

Question. Do you think the plan, as ultimately decided upon by the department, is adapted to your vessel, or not?

Answer. I do not. My reasons are: they tell me that their contract gives them the entire breadth of the vessel, so as to shut up that passage, and prevent me from distributing the bulkheads as I wished. I wrote to the commodore, and stated that, without these

longitudinal bulkheads, the vessel would be a failure. There would not be strength enough in the vessel.

Question. Have you ever examined the contracts?

Answer. No, sir; I only know that they say it gives them permission to occupy the entire width of the vessel. I will do Mr. Reaney the justice to say that they stated that they were willing, provided Mr. Archbold would agree to it, to adjust the machinery to my wants. That was stated in an interview I had with him a few weeks ago.

Question. Is that the only objection to the plan of Reaney, Neafie & Co.?

Answer. They have given no centre of gravity, without which I cannot locate the transverse bulkheads, which enclose the machinery in the length of the vessel. Mr. Reaney called upon me for the information, but it was subsequent to the plans all going to the department. My reply was that if he would send to the department for authority I would give him the whole. I was a government officer, and if the department ordered me to give the information I would do it.

Question. Where were your plans?

Answer. Everything was in the department; all my plans were there. Mr. Reaney asked me for the bulkheads, and I told him it would be impossible to give them without knowing the centre of gravity. Mr. Norris gave me the centre of gravity and the approximate weight of the machinery and the proportion of coal required. There was no necessity for referring Mr. Norris to the department. He was familiar with the plans while I was making them, while they were in a crude state. He called upon me for that purpose.

Question. When was it that you referred Reaney, Neafie & Co. to the department?

Answer. After the plans had all been submitted to the department. I referred this whole matter to the Secretary of the Navy when I was in Washington, and he said he could readily conceive that I should have refused to give the plans, under the circumstances, when I explained the matter as I have now. I said that Reaney, Neafie & Co., or any other gentleman, could have had the plans, if they had applied at the time that Mr. Norris did. But now that Mr. Norris' plan was before the department, it was the province of applicants to send there. I had no instructions from the department with regard to it.

Question. Did not Mr. Norris have an advantage over the other bidders?

Answer. At first he did, because he had corresponded with me, and Mr. Reaney had never called upon me. I never knew them until Mr. Witte came to introduce them, and they subsequently called upon me for that purpose.

By Mr. Groesbeck:

Question. I will ask whether, under all the circumstances, at the second bidding, Reaney, Neafie & Co. had as much information in regard to the character of your ship and its peculiarities, and the kind of engine you wanted for it, as to put them upon terms of equality with Mr. Norris?

Answer. I should think so, sir.

Question. Mr. Norris has said that his ship and your engine were a unit?

Answer. I think they were well adapted to each other.

Question. He said his ship and your engine were calculated together?

Answer. Yes, sir; inasmuch as he gave me the centres of gravity, and from that I arranged the bulkheads, &c. In that respect they were.

Question. Did you not confer with him throughout, upon the calculation that he was to have the building of the engine?

Answer. No, sir.

Question. Had you no such expectation?

Answer. No, sir. Our connexions were severed when our proposals were rejected by the department.

Question. Prior to that time, when Norris was preparing his first bid, were not your calculations that he was to have the building of that engine; and did not you confer with him, with regard to the plan, upon that supposition?

Answer. Nothing beyond the proposals of the 18th of June, to build the ship jointly. When that was rejected by the department, and when I received my appointment as naval constructor it severed all connexions between us beyond acquaintance.

Question. Was Mr. Norris instrumental in procuring you that place?

Answer. I had testimonials, and a reputation from the books I had published, and my works upon the subject.

Question. He has said that you were appointed at his suggestion?

Answer. That might have been, sir. Mr. Norris always expressed himself very favorably towards me. I began a vessel for him years ago, which came up in part to our expectations, but which I have never yet been able to finish. Mr. Norris expected to derive some credit, in his connexion with me, in building a fast vessel. He desired to carry out that project; and when the government took hold of it, he wanted to be known, in some manner, in connexion with it?

Question. Is it the fact that your plan of vessel and his plan of engine were put up concurrently?

Answer. So far as relates to my statement of what I should require in the vessel, and his conformity with these requirements, they were. When he asked me what I wanted, I would make the model or the calculations in relation to the vessel. I told him I wanted the engine to fit the vessel, not the vessel the engine; the tea-kettle to fit the stove, not the stove to fit the tea-kettle. I told him my views at that time, when he called upon me. Had anybody else asked me for them I should have given them. As I told Mr. Reaney and others: had you come before, gentlemen, I would have given my views frankly; but now the thing is in the hands of the department. If it is proper that you should have this information, the department will give it. Or if they instruct me to do it, I will do it with pleasure. I said the same thing to the gentlemen from Boston.

Question. When these plans were sent to the department, had they any of Mr. Norris' plans connected with them? Did you send to the department any plans entirely stripped of Mr. Norris' engines?

Answer. All my plans were entirely stripped of him. None of my plans have any of these machinery marks upon them. I allude to these red lines and bearings. The vessel was one department and the machinery another. Although they were adapted to each other, they were separate and distinct.

Question. Were they not the same drawings that you approved for him?

Answer. No, sir; mine were upon muslin cloth, hull, spars, cross sections, longitudinal plans, side elevation, &c. They were all sent on tracing muslin. Those he desired me to approve were upon tracing paper like this.

Question. Did his drawings go with yours?

Answer. No, sir; mine went first; I sent mine as fast as they were completed. At least I gave them to the commodore; when they went to Washington I cannot say. I received my orders from the department through Commodore Stewart.

Question. About what time was it that you put your endorsement upon the plans of Mr. Norris?

Answer. Some time in September; I cannot give the date.

Question. Before the first bids were opened?

Answer. Yes, sir.

Question. When you and Mr. Norris made your proposals in June last to build a vessel by contract did you draw up together a plan of the vessel and machinery?

Answer. I drew up something which he approved; I drew up proposals that the vessel should be so long, of such a breadth, and such a depth; that it should carry such an armament; that it should make such a speed.

Question. Was your proposal to build the vessel entire; to furnish the machinery and all?

Answer. Yes, sir. This was to be ten feet draught. Larger vessels might have a higher speed. We proposed different sizes.

Question. Did you set forth your plan and machinery for each size of vessel? Were your plans adapted to each?

Answer. Only the general outline. To have given the equipment, &c., would have required a very heavy amount of labor.

Question. Afterwards, when Mr. Norris called upon you, you gave him your requirements and wants; and if Reaney, Neafie & Co. had called, you would have given them your requirements and wants also?

Answer. Yes, sir.

Question. You would have communicated what is on this drawing, and even more than that, would you?

Answer. I would have given them the expression, as I did Norris. I told Norris what I wanted, what length of space he could take, where I wanted the bulkheads, &c. I gave him no plan, but information which rendered a particular plan unnecessary.

Question. Then you would not have considered it improper to give Reaney, Neafie & Co. such plans as these, or more?

Answer. In one sense it might have been improper to have furnished them without authority from the department, because the department were hurrying me all the time to furnish them with the sections. One of the first things I sent was the draft of the cross sections.

By Mr. Ritchie :

Question. Are you acquainted with the resources for ship building and for discharging and fitting vessels of war for sea at Philadelphia and New York ?

Answer. Not so much in Philadelphia as in New York.

Question. From your knowledge upon this subject, are you of opinion that the United States, in the building of their vessels, in receiving, discharging, and fitting them out, could advantageously dispense with the use of navy yards, and depend upon the private resources of those cities ?

Answer. Yes, sir.

By Mr. Groesbeck :

Question. Do you believe that there are ample resources outside of the navy yard to fit out an expedition when it is required to be done speedily, as was the Paraguay expedition ?

Answer. It might be fitted out in New York or Boston.

Question. Outside of the navy yard ?

Answer. Yes, sir. Not at all the places where the government has navy yards, for some of the navy yards are at small towns.

Question. Do you believe that an expedition could be fitted out as quickly outside of the yards ?

Answer. Yes, sir ; more expeditiously.

By Mr. Bocock :

Question. Is it not necessary, in order to be able to fit out an expedition speedily, to keep a good deal of material on hand ?

Answer. Yes, sir.

Question. Would private establishments who rely upon contracts alone, and who would not know in advance that they could get contracts, be likely to have the materials on hand in sufficient quantities and of the right quality ?

Answer. They would not, unless they had some reason to believe that they would get the contracts, as they do now.

Question. But if it depended upon contracts would it be well known ?

Answer. It is known. There are large quantities of live-oak cut and brought to New York. They know what the demand is.

Question. Do you know anything about the mode of doing work under contracts with the government, whether it is done faithfully or not ?

Answer. I have never contracted with the government.

Question. What has been your observation ?

Answer. There has been a great deal of deception.

Question. In making a shaft or machinery, would not there be great opportunity for cheating the government in imperfect work and unsound material ?

Answer. There would.

By the Chairman :

Question. Is not a great portion of the work upon the machinery of vessels now done by private individuals upon contract ?

Answer. Pretty much all of it is so done. The work done in the navy yard is of one character. The hull, sails, and rigging, are constructed in the yard ; but the machinery is built outside.

Question. Is the fraud upon the government in the building of the ship or in the building of the machinery of the ship ?

Answer. In both.

Question. In which would there be the most liability to fraud ?

Answer. In one quite as much as in the other ; it is much more fatal in the machinery than in the hull, because you may repair the hull of a vessel at sea, but the machinery you can seldom repair ; if a vessel springs a leak, it may be stopped. In regard to contracts, if proper precaution was taken, there would be very little danger of deception. The Russian government, for instance, have an admirable vessel being finished by private contract in this country. So with other governments. The Colombian government have had frigates of a large size, as large as our own frigates, constructing in the same way.

By Mr. Groesbeck :

Question. Is not work done by the day, as it is in the navy yards, ordinarily better and more reliable than that which would be done outside by contract ?

Answer. Under ordinary circumstances it is ; but there is even better work done outside under contract, now ; upon particular occasions the work is better than that done by the day ; in the navy yards, unless special pains are taken, they may be as neglectful as outside ; it depends upon the person in charge of the work.

By Mr. Ready :

Question. Will you please to state to us what experience you have had in naval affairs ?

Answer. I cannot do that better than by stating a brief outline of my personal history. In 1823 I went as an apprentice to a ship builder, and served seven and a half years, during which time I was connected with the construction of four frigates ; then I worked at the Gosport yard some twelve years, with Mr. Grice as constructor ; then I cut timber for the Russian frigate Kamschatka, and cut part of the frame ; I then contracted for building the Sea-Witch, and assisted in building Liverpool and other packets, and then the ocean steamer Georgia ; I made the original calculations and plans of the Collins line of steamers. I have published two works on ship building : a Treatise on Ship Building and the Ship Builder's Manual. Since then I have been engaged in modelling vessels—war vessels and all kinds of vessels for all parts of the world. My last order came from the king of Siam. In France, England, and the United States I have designed a great many clipper ships, with models, and designs, and plans. I published the Nautical Magazine just before my appointment, and in that way became conversant with war vessels. I am now in my fiftieth year, having commenced before I was fourteen

years old, have since that time been working with tools, writing, modelling, designing, and directing the construction of vessels.

Question. What is your connexion with engines and engineering?

Answer. In designing steamers, it was necessary for me to become familiarized with steam in its connexion with the success of vessels. I have studied the general principles of steam machinery. I do not profess to be an engineer, I do not call myself an engineer, but the general principles of the connexion of steam with the hull I do profess to know something about; and when examining it my judgment is considered worth something, of course not much to an engineer.

Question. You have necessarily made yourself acquainted to some extent with steam machinery, in consequence of your occupation as a ship builder?

Answer. Yes, sir, in planning and designing steam vessels among others.

J. W. GRIFFITHS.

CONTRACTS FOR SLOOPS-OF-WAR.

No. 64.—W. W. W. WOOD, PHILADELPHIA, U. S. N.

FEBRUARY 10, 1859.

W. W. W. WOOD called and examined.

By Mr. Bocock:

Question. What is your official position?

Answer. Chief engineer of the navy.

Question. How long?

Answer. 12 or 14 years, or something like that.

Question. How much experience have you had in the management of engines?

Answer. I have been employed in the management of engines, in designing steam machinery, erecting it, and having charge of it, for 25 years probably.

Question. Where are you employed now?

Answer. I now have under my supervision and direction the machinery of the sloop-of-war Lancaster, at Philadelphia.

Question. By whom is that being constructed?

Answer. The contractors are Reaney, Neafie & Co., of Philadelphia.

Question. Were you upon the board that awarded them that contract?

Answer. No, sir; not that contract.

Question. What is your opinion of the plan of the Lancaster?

Answer. My opinion is, that it is a very creditable design, and well executed.

Question. Is it your opinion that it will be successful?

Answer. Yes, sir; highly successful.

Question. Do you know what price they get for making that engine?

Answer. \$137,500.

Question. What is your opinion of the reasonableness of that price?

Answer. My opinion is, that the price is not exorbitant at all.

Question. What is your opinion of the manner in which the work has been executed?

Answer. It is in every respect creditable to themselves.

Question. Do you think their price a fair and reasonable one?

Answer. I think they will not make much money on the work; in fact, I should rather be disposed to think they would lose money rather than make a great deal out of it.

Question. Were you upon the board which sat in September last upon various proposals for building the seven sloops?

Answer. I was, sir.

Question. In whose favor did you give your opinion upon the New York ship?

Answer. I think I gave my report in favor of James Murphy & Co.

Question. Were you required, as a member of that board, to give your reasons in writing?

Answer. I was.

Question. Have you anything to say in addition to the reasons you gave then?

Answer. I stated in my report that the merit incident to the plans, that it was accompanied with very full specifications, the character of their work generally, their responsibility, &c., influenced me in the opinion that it was the most beneficial for the government to give them the contract for their plan, in preference to other plans at much lower prices for parties whose drawings and proposals contained features, in my opinion, that were highly objectionable in many respects.

Question. Do you remember the plan of the Allaire Works?

Answer. I do very well.

Question. What is your opinion of the plan of the Allaire Works?

Answer. Were I building a ship for myself, if I had my own personal interest at stake, I could not have accepted their plan under any circumstances, even at one-half the price they offered; one principal objection was, that their boilers were constructed so as to carry a pressure of 50 pounds to the square inch at sea in order to develop their power; that was very objectionable; I have had some experience in carrying high steam at sea; they offered no specifications such as were required in detail of the manner in which the contract was expected to be carried out and fulfilled; there was also faulty design in other respects.

Question. Do you remember whether they stated within what time they would finish their work?

Answer. Yes, sir; the time was longer than that proposed by James Murphy, from the best of my recollection; I am not certain of that now; I did not charge my memory with all the details of the propositions.

Question. Do you remember the different plans for building a large vessel at Philadelphia? I am not speaking of the Griffith ship, but of the other.

Answer. That was awarded to Mr. Merrick, sir.

Question. Do you remember the competing plans for the vessel at Philadelphia?

Answer. Yes, sir.

Question. Do you remember whether there was any difference of opinion with regard to that vessel?

Answer. I gave my vote in favor of Merrick & Sons.

Question. Do you remember whether there was any difference of opinion upon the part of the board in relation to it?

Answer. It occurs to be that there was not; that it was a united board.

Question. What have you to say in reference to the competing plans for that work?

Answer. My opinion was, that, in relation to the plan of Merrick & Sons, it was probably as good a plan, if not better, than any that were offered, and the price was very much lower for plans having the same merit.

Question. Were there any considerations brought before the board, political or otherwise, to influence the decision of the board in favor of Merrick & Sons?

Answer. Not that I am aware of.

Question. Were any letters, of any character, laid before that board, or was anything brought before the board, saving bids and plans?

Answer. Nothing at all; I am positive about that. Everything was put upon file, and if there had been they would have been placed on file.

Question. I will ask you relative to the merits of the plans of Norris and Reaney, Neafie & Co. for the Griffith ship. Give us a history of your connexion with the boards upon that question.

Answer. At the first board there were many bidders and many plans proposed, including the machinery for the Griffith ship. There were none, however, adapted to the requirements of that vessel, with the exception of the plan proposed by Mr. Norris, and consequently there were no competitors. That was so stated to the Secretary of the Navy in my report, and I believe in that of the other gentlemen.

Question. What recommendation did you make upon that basis?

Answer. That the drawings of the mid-ship section and other sections of the vessel, together with the side elevation in section, should be furnished to other bidders, in order that they might propose for the machinery that should be adapted for the especial requirements of the ship. The Secretary then deferred further action in awarding the contract for the machinery for the Griffith ship, until machinists in different portions of the country should have time to offer proposals in conformance with these requirements. Another board was then convened by the Secretary at the termination of the time specified. I was a member of that board. It was convened about the 1st of November. The plans were opened and found to be from the Allaire Works, of New York, from Mr. Norris, of Philadelphia, whose plans, I believe, were the same as before, and from Reaney, Neafie & Co., of Philadelphia. The plans proposed by the Allaire Works were considered objectionable by me, and, I believe, by the other members of

the board, inasmuch as he estimated that, to develop the power desired, his engines were required to make one hundred revolutions per minute, which involved two hundred changes of the reciprocating parts of the machinery, which feature was inadmissible with me. Consequently that plan was objected to (by me) upon these grounds principally. I have had experience enough at sea with direct-acting propelling engines to know that these high velocities with large engines may do very well in theory but not in practice. The plans of Reaney, Neafie & Co. differed from those proposed by Mr. Norris in one very essential feature: that was the revolving propellers, in the one case, in the same direction; and in the other case, that of Reaney, Neafie & Co., in directions opposite to each other. In looking back to the history of the introduction of the screw propeller, I could find in no one instance any successful plans, or any plans, in fact, in which the propellers revolved in directions similar to each other. The whole engineering practice had been to cause them to revolve in directions opposite to each other. Any change, therefore, in that practice would be an experiment, and I think the navy has already been sufficiently saddled with experiments. I opposed the plan upon this ground. I considered it better to try no further experiments, and reported that we should follow the beaten track of engineers heretofore, in this respect, rather than to deviate in so essential a particular.

Question. Were any efforts made to influence the decision of the board one way or the other?

Answer. No efforts.

Question. Were any approaches made to you by Reaney, Neafie & Co., or by Norris?

Answer. By no person, sir.

Question. Do you know anything of the history of this matter after the action of that board?

Answer. No, sir; nothing.

Question. Do you know anything of the plans of Mr. Norris being communicated to Reaney, Neafie & Co.?

Answer. I know nothing in respect to that matter whatever, of my own knowledge, other than that all the information imparted to Reaney, Neafie & Co. was simply that information recommended by the board to be given to different persons, the mid-ship sections of the vessel, side elevations in section, and all the information required, in order to adapt the proposed machinery to the special requirements of that ship. I saw none of these plans at all, although I was at the office of Reaney, Neafie & Co. The plans of these ships were not made in their office at all at the works. They were made at their private residences, as I was informed.

Question. Did you have anything to do with drawing up the plans of Reaney, Neafie & Co.?

Answer. No, sir; I never saw them till they were presented to the board.

Question. Have you ever aided any bidders in drawing up their plans?

Answer. Never, sir.

Question. Will you look at this drawing and state what it is?

Answer. [Examining the drawing] I recognize that as comprising sectional plans of the vessel proposed to be built by Mr. Griffiths.

Question. What are these red lines?

Answer. They represent the two lines of shafting and the centre of the keel. No. 5 is a side elevation, the red line showing the line of shafting.

Question. Is there anything upon that drawing which would indicate the peculiarity of Norris' plan?

Answer. Nothing whatever. There is no machinery upon that drawing at all.

Question. State whether the information there imparted is anything more than is necessary to enable bidders to understand what is required of them?

Answer. It is just what is required.

Question. Suppose that the screw propeller had been attached to this, would it impart any information of the peculiarity of Norris' plans? Is there anything peculiar in Norris' plan for the propellers?

Answer. No, sir. There was a peculiarity in the plan of Reaney, Neafie & Co. They have a propeller said to be superior to any others.

Question. Does their plan of propeller conform to that of Mr. Norris'?

Answer. No, sir; it is very different. Mr. Norris' was an expanding or a true screw, very different from the features which give character particularly to the propeller adopted and used by Reaney, Neafie & Co.

Question. You say, upon your reputation as an engineer, that this information is such as it was proper to give?

Answer. Yes, sir,

By Mr. Ritchie:

Question. Is that line of shafting necessary in order to enable the bidder to submit proposals?

Answer. Yes, sir; that has reference to the centre of the engines, which governs the relative positions of the other parts of the machinery from which the centre of gravity is calculated.

Question. Is that furnished in all cases to bidders?

Answer. It is generally furnished, I believe. The Bureau of Construction, I believe, gives to the bidder the distance from the centre of the keel, or more properly a base line, to the centre of the shaft. In some cases, however, the peculiar kind of machinery (of the engine) renders it necessary to elevate the engines; and in that case an inclination of the shaft is necessary.

Question. Have you ever known any other case in which the line of shafting has been furnished to bidders?

Answer. The distance of the shaft-hole from the stern is sometimes given, and then it is optional with the engineer whether or not to raise the shaft in order to adapt his machinery to that particular distance.

Question. I understand you to say that the drawing of the line of shafting is not communicated.

Answer. Only the point where it passes through the stern, which

determines the diameter of the propeller with respect to the vessel's draught.

Question. The line of shafting there given is not furnished?

Answer. No, sir. I do not consider it material at all. It is the only point shown upon the drawing to govern the diameter of the propellers.

Question. Then state what part of that drawing you consider essential.

Answer. I consider everything here essential. The simple line of shafting is probably immaterial generally; but it is material here, because this is different from other propellers. In this ship, having two propellers, the shaft projects from the body of the vessel at a point further from the stern of the ship than in the ordinary screw propeller, where the shafts are projected at the stern-post at the extremity of the ship.

Question. Was that drawing of the line of shafting furnished by Norris?

Answer. To the best of my recollection the red lines were upon that drawing.

Question. It was not, then, furnished by the department to Norris, but sent by Norris to the department.

Answer. No, sir; because Mr. Griffiths regulated that, I suppose; he was constructing the ship.

Question. You spoke of the plan of the boilers of the Allaire Works as being made with reference to a higher pressure of steam than you thought proper. Was there anything peculiar in the construction of the engine and boiler with reference to carrying a higher pressure of steam with safety than could be allowed in boilers constructed in the ordinary way?

Answer. I do not recollect that there was, particularly. I think his cylinders may have been smaller, which rendered a higher pressure per square inch necessary to be carried in order to develop the desired power.

Question. I allude to the greater power of endurance, to enable the boiler to carry a higher pressure of steam.

Answer. I do not recollect anything of that sort. Mr. Reeder's plan of boiler was also cylindrical in form.

Question. There was, then, no specific difference which would enable their boiler to carry a higher pressure of steam than the others?

Answer. I remember no specific difference of that description.

Question. Were they all upon an equality in that respect?

Answer. No, sir; not upon an equality, so far as plans of machinery is concerned, because there are so many parts and details in the arrangements which would be unlike, as was the case in the engine proposed by the Novelty Works.

Question. I wished to ascertain whether you think the engine of the Allaire Works could safely carry a higher pressure of steam than the others?

Answer. Not much higher, I think. His boilers were arranged so as to have very little steam room. The cubic contents of the cylinders divided into the steam room of the boiler was far short, I believe, of

what any practical engineer would ever adopt. But that is a mere matter of opinion, as it seems in this case the plan is that of a practical engineer.

Question. What do you say to the strength of the vessel being greater with the Norris engine?

Answer. Had the Norris engines been adopted, they would have occupied a less distance in the athwartship length of the vessel; but probably there would have been less than a foot's difference, fore and aft. The strength, so far as that is concerned, I should consider about equal. In no case do engines impart strength to vessels, as a general thing.

Question. What effect upon the strength of the vessel would the adoption of this plan have? Could the vessel be constructed equally strong with Reaney, Neafie & Co.'s engine?

Answer. I think so. I think the fore and aft bulkheads, as they are proposed to be arranged, will impart no strength to the vessel. Sheet iron bulkheads never impart strength to vessels. There is a great deal of humbug about sheet iron bulkheads.

Question. What effect would the distribution of weight have upon the vessel and its consequent strength?

Answer. The draught would be merely a question of weight and displacement.

Question. Would it not be also a question of the distribution of weight?

Answer. The forms of engines vary so slightly, if they vary at all in that respect, that I should suppose there could be no difference.

Question. How is it with regard to carrying fuel; is there any difference between the two plans with respect to weight, and I include all the time from the time when the bunkers are nearly full until they are nearly empty?

Answer. That is a question of the centre of gravity of the weight of both machinery and coal; and from looking over the plans submitted by each, I think that there could have been but very little difference in the centre of gravity in the two arrangements.

Question. No matter whether the bunkers are full or empty?

Answer. It depends upon what part of the bunkers are full or empty; of course, if the forward part of the bunkers was empty, the weight being further towards the stern, there would be a greater depression of the stern of the vessel, and *vice versa*.

Question. Was there any difference in the arrangement of the bunkers to counteract this?

Answer. I think there was some little difference in that respect, but not enough to alter very materially the immersion in the practical working of the vessel.

By Mr. Boccock:

Question. You are acquainted with the plan of Reaney, Neafie & Co., which was adopted, and also with the plan of Mr. Norris; is there any such resemblance between them that you would come to the conclusion that one was in any degree patterned after the other?

Answer. They were very dissimilar; quite dissimilar in every respect. In order to be more clearly understood, I will state in what

respect they are dissimilar. In the plan submitted by Mr. Norris the engines are arranged after the manner of what we denominate back-acting engines. The cross-heads, in order to give sufficient length to the connecting rod, work through holes or openings in the condensers; on the contrary, in the plan of Reaney, Neafie & Co., which is a plain direct-acting engine, the connecting rod is attached and works directly from the cross-head to the cranks. In the plan submitted by Norris the air-pumps are vertical and single acting, and connected from the forward end of the crank shaft through the intervention of a lever and arm connexion; in contradistinction to which, in the plans proposed by Messrs. Reaney, Neafie & Co. the pumps are plain direct double-acting pumps, placed in the condensers, which are about as dissimilar as any two arrangements can be to effect one and the same object.

By the Chairman :

Question. How long have you been acquainted with Mr. Martin?

Answer. I think that I became acquainted with Mr. Martin in the year 1844; about thirteen or fourteen years.

Question. How intimately were you acquainted with Mr. Martin before you sat upon the board with him?

Answer. I think the first interview was when Mr. Bancroft, then Secretary of the Navy, established boards of examination, in order to ascertain the qualifications and relative standing of engineers in the navy. I was then ordered upon Mr. Martin's board.

Question. Have you not been intimate with him since?

Answer. Yes, sir; very friendly.

Question. Are you not a favorite of his?

Answer. I do not know that I am.

Question. Have you not received favors from him?

Answer. Never, to my knowledge, beyond what I had a right to expect.

Question. Have you ever received from him, or do you expect to receive, anything in the form of gratuity or otherwise, as connected with his patent fees?

Answer. No, sir; no, sir.

Question. Did you and Mr. Martin agree in your opinions upon the board of September, 1858?

Answer. No, sir; we did not agree in all our opinions.

Question. In what respect did you not agree?

Answer. As well as I recollect, I do not think we agreed with reference to some plans proposed by Mr. Reeder.

Question. Did you disagree in any other respect?

Answer. I do not recollect.

Question. Can you state that you did disagree in any other?

Answer. We might have disagreed on some minor points in relation to the details of the engines?

Question. Are not your reports concurrent with regard to every vessel?

Answer. I have never seen Mr. Martin's reports.

Question. Did you not know what his reports were; what bidders he reported in favor of?

Answer. Yes, sir; I think I did.

Question. Did you not agree with him in every report he made?

Answer. I think it is possible that all the reports were the same.

Question. Did that concurrence exist with any other members of that board?

Answer. As a general thing I think the board were unanimous upon those points.

Question. Please refresh your recollection and state whether they were unanimous with respect to any vessel besides that of Merrick & Sons.

Answer. It is possible; I never charged my memory in relation to those things; I never considered it a matter of any very great importance.

Question. Can you state that the board were unanimous with regard to any other vessel than that awarded to Merrick & Sons?

Answer. I think the board were not unanimous upon that.

Question. Can you state that the board were unanimous in any other report than that in favor of Merrick & Sons?

Answer. I think so.

Question. Are you sure of it?

Answer. I should prefer referring to the documents.

Question. State from the table reported by the engineer-in-chief [see papers submitted with this report] whether they were unanimous.

Answer, [after examining the table.] Well, sir, it merely happened so; our opinions were alike, as reported here, but it was without regard to any influence, because I did not know Mr. Martin upon the board more than anybody else.

Question. I do not refer to that now; was there, with regard to any vessel except that awarded to Merrick & Sons, any unanimity of opinion upon the board?

Answer. It appears not from this table.

Question. Were you and Mr. Martin agreed in favor of all the awards that were made?

Answer. Yes, sir, by this statement, and the statement is correct. It may appear a singular thing that Mr. Martin and myself should have had pretty much the same ideas of engineering in this case; but we were both hard-fisted mechanics, brought up in a rough way, accustomed to hammer and tongs, so to speak, which might have had probably an influence in the unanimity of our views. When the new frigates were introduced I was the first member of the board that favored the trunk engines. Mr. Martin coincided with me then; and at that time I did not know Mr. Martin's views, he having just returned from Europe, where he had seen the finest specimens of propeller ships-of-war.

Question. What is your opinion of Martin's boiler?

Answer. I think it is a very good boiler. I have been to sea with them. He has certainly overcome in this peculiar arrangement a very great objection which has been heretofore incident to the adoption of the vertical tubular boiler—by increased facility of access for repairs, and for cleaning the tubes, and by preserving them from destruction by placing them at a considerable distance from the hottest part of the

fire. In the history of boilers we find that the vertical tubular boilers have been invariable failures. When Mr. Collins introduced them it was a great innovation. I think it is a very good boiler indeed. It has given very great satisfaction.

By Mr. Bocock :

Question. Did you have any reference to the opinion of Mr. Martin in making up your opinion upon these questions? State the manner in which the board acted.

Answer. The board of four assembled and each member examined the plans for himself. We then freely discussed the merits of the plans relatively. Each man made up his own opinion and wrote his own report without regard to the opinions of others.

Question. Did you take a vote in the board? Were the names of the members called and each required to give his vote upon the propositions of Merrick & Sons, the Morgan Iron Works, &c.?

Answer. No, sir; we separately made out our reports. There were some reports which I did not see at all.

Question. Did you, when you made out your report, know in each case what particular bid and plan Mr. Martin would recommend?

Answer. No, sir, I did not, nor how any other member of the board would report.

By Mr. Groesbeck :

Question. Why were you required each to make your own report?

Answer. I do not know, indeed, sir. I was away from the United States during the session of some previous boards, I think. It appears to me that I have heard the reason stated, but I cannot now remember it.

Question. Was that plan calculated to elicit the individual opinion of members of the board?

Answer. Yes, sir, it is calculated to do that, and the reasons also which influence them in making the decisions. The Secretary required not only the opinion but the reasons for the opinion. In my report I gave the reasons which influenced me.

By Mr. Bocock :

Question. Is that a new precaution of the present Secretary?

Answer. Yes, sir; I never have been required before to give the reasons for the opinion that I might express.

Question. I think you stated that Mr. Martin and yourself differed in opinion upon the plan of Reeder, of Baltimore?

Answer. I think so.

Question. Whom did you favor in that case? Were you for Reeder or against him?

Answer. I was against him.

Question. Did you and Mr. Martin concur in your opinion originally with regard to Mr. Norris' plans?

Answer. No, sir, I do not think we did concur. I could not object to it to the same extent that he did, I think.

Question. You merely recommended a new bidding?

Answer. I remember that that is so. I felt a great deal of interest, I can assure you, in relation to the selection and recommendation of the best machinery, irrespective of persons or parties, or even price;

for the first thing that influenced me was the best plan proposed to secure success, and after that the price.

Question. Suppose that you had been under the control of Mr. Martin's opinion, would you not have remembered that universal concurrence?

Answer. I think it very likely, sir.

Question. You recommended the plan of Reaney, Neafie & Co. for the Norfolk ship, instead of Reeder's?

Answer. Yes, sir, upon its own merits; but the price was very high.

By the Chairman:

Question. Did Mr. Archbold speak to you personally in favor of the plans of Reaney, Neafie & Co., of Philadelphia?

Answer. No, sir; Mr. Archbold never spoke to me in favor — In what respect do you mean that he spoke to me personally?

Question. Did he speak to you personally in favor of their plans?

Answer. After the reports of the board were all rendered he asked me what my report was, and I told him. He said he thought I was perfectly right; that he did not consider the other plan a good one; and he found some other serious objections to it.

Question. Did he promise you, or hold out to you any idea, that you should have the superintendence of the construction of this machinery in case Reaney, Neafie & Co. got the contract?

Answer. On the contrary, I understood that another officer was to have had it, and I was under that impression until yesterday. Probably he would have had it if he had been in the United States.

Question. You have now the superintendence of it?

Answer. I received orders yesterday to superintend it, very much against my own inclinations. There is nothing I have ever regretted more. I would much prefer going to sea to having anything to do with it in any shape whatever.

By Mr. Bocock:

Question. This remark of Mr. Archbold to you: was it before or after you had given in your opinion upon the plans submitted to you?

Answer. It was after the reports had all gone in.

Question. Is it customary for you engineers who have been upon a board to talk about these things after you have given in your reports; to talk about these things with each other?

Answer. Yes, sir; as a general thing it is.

WM. W. W. WOOD,
Chief Engineer, United States Navy.

CONTRACTS WITH READING FORGE.

No. 6.—TESTIMONY OF W. W. KEIM, M. C.

JANUARY 27.

W. W. KEIM called and examined.

By the Chairman:

Question. Are you a member of the present House of Representatives?

Answer. Yes, sir.

Question. From what district and State?

Answer. From Berks district, in Pennsylvania.

Question. Where do you reside?

Answer. In Reading, Pennsylvania.

Question. Were you at any time secretary of the Reading Forge Company?

Answer. Yes, sir; in 1854.

Question. For how long a time?

Answer. I left the company in the spring of 1855.

Question. Had you any interest in the company afterwards?

Answer. I was a stockholder for a small amount.

Question. Was there any agreement, arrangement, or contract made between the company and J. Glancy Jones in regard to getting contracts for the company?

Answer. As secretary and treasurer of the company I made an agreement with Mr. Jones, to the effect that if he would obtain work for us to do, we would allow him five per cent. on the amount he obtained.

Question. What kind of work was contemplated in this agreement?

Answer. Shafting for steam vessels of the United States navy. We furnished shafting for the steamer Wabash.

Question. The work upon how many ships did Mr. Jones, under this arrangement, furnish for your forge company?

Answer. I think the Wabash was the only one while I was secretary of the company.

Question. What was the amount of that job?

Answer. I think it was between \$10,000 and \$11,000.

Question. Did he obtain five per cent. on that amount?

Answer. Yes, sir.

Question. Was it paid to him by the company?

Answer. I cannot say about that. The matter was not settled when I ceased to be the secretary of the company.

Question. Did that arrangement continue on after you ceased to be secretary?

Answer. I do not know.

Question. Did he act in behalf of the company afterwards in the same way?

Answer. So I heard; but I do not know.

Question. How many vessels of the United States did the Reading Works do forging for in 1856 and 1857, along after you left?

Answer. I think there were two others assigned to them, but I do not know exactly. I was not a stockholder in the company then. I had sold out my stock, and did not take much interest in the company afterwards.

Question. What was the date of the transaction in relation to the Wabash?

Answer. I think it was in 1854, while I was secretary.

Question. Do you know whether the Reading Forge has ever received any contracts for forging directly from the government?

Answer. I know that the engineer-in-chief was down there once looking at the establishment's works; with a view of giving us a contract.

Question. What was his name?

Answer. Mr. Martin, I believe.

Question. Was Mr. Jones a member of Congress at the time this arrangement was made with him?

Answer. Yes, sir. We were anxious to get this large work to sustain the establishment. That was the inducement for offering this five per cent. to Mr. Jones. There was no written contract made with him, but it was made verbally with him upon my suggestion to the board. We would have made the same arrangement with any other person who could have got us this work.

Question. Do you know what Mr. Jones did in pursuance of this contract? Did he go on to Washington about it?

Answer. This contract was made previous to his going to Washington.

Question. When did he make the arrangements for having this work done for the Wabash? Did he make the arrangement with the government?

Answer. That I cannot tell. He said he would call upon the Secretary of the Navy about it.

By Mr. Ritchie:

Question. What work did this contract with Mr. Jones have reference to? Did you have in view some specific work that he was to get, or was he to get general work?

Answer. We had in view specific work; this of the Wabash we had reference to at that time. There were also two vessels being built at Richmond at the time, the work for which we desired to have, but we did not get it.

Question. He was not then employed to obtain general work for you?

Answer. No, sir. We had facilities for doing government work, and that was what we desired. The Forge Works were suffering for want of employment, and we wanted to get work. We supposed that from his being a member of Congress he would have facilities for getting us work that others would not have; if we could have made the same arrangement with others we would have done so.

By Mr. Bocock:

Question. From whom did you receive your compensation for making the shaft for the Wabash?

Answer. It was paid by the government.

Question. Was it paid immediately by the government to the company?

Answer. It was not settled when I left.

Question. Was your contract made immediately by the government?

Answer. It was not. When I made this answer I had in mind some work ordered at Washington, which was paid by government. I believe Merrick paid the work of the Wabash. I think the price and everything was arranged by Mr. Merrick. Mr. Jones did not arrange about the price at all. He merely recommended the Reading Forge to the government; and we supposed that his recommendations were the means of our getting the contract.

Question. Who was the contractor with the government for the whole steam machinery of the Wabash?

Answer. It was Mr. Merrick, of Philadelphia.

Question. Was not the shafting a part of that steam machinery and included in his contract with the government?

Answer. I am at a loss to say exactly how that was; when I first answered your question, I was under the impression that we made our contract directly with the government; but I am now somewhat in doubt about that; I am rather inclined now to think that the contract was taken by Mr. Merrick, to furnish all the machinery to the government, including the shafting, and we made the contract with Mr. Merrick.

Question. From whom did you receive your money?

Answer. I think that Mr. Merrick paid it; same remark applies to this as other point.

Question. Did the contract with Mr. Jones specify where he was to apply to obtain work for your forge?

Answer. We merely requested him to use his influence to get this kind of work for us, without designating any point where he was to get it.

(Correct with exception of pencil explanations.)

W. W. KEIM.

No. 18.—MAYBURY A. BERTOLET, READING, PENNSYLVANIA.

JANUARY 31, 1859.

MAYBURY A. BERTOLET called and examined.

By the Chairman:

Question. What connexion have you had with the Reading steam forge?

Answer. I was a stockholder there, and at one time held the office of secretary and treasurer of the company.

Question. Who was your immediate predecessor in the office of secretary?

Answer. General Keim.

Question. Was J. Glancy Jones your agent for any purpose?

Answer. I always understood that he was. I understood that the company had either agreed with him or proposed within themselves to give him a certain percentage for such work as should be procured through his agency and instrumentality.

Question. Do you know whether he did get any work for your forge?

Answer. I could not say that he did directly; perhaps through indirect influences on his part we got work.

Question. From whom?

Answer. From the government here.

Question. In what cases?

Answer. In the case of the Minnesota, which I think was built here in Washington.

Question. When was that?

Answer. The entry upon the ledger is June 20, 1855. "For forgings, \$3,109 48." The day-book was in the safe when I made examination, and the gentleman who had the keys of the safe was out of town, and I could not reach the original entries.

Question. Did you do forging for any one else through Mr. Jones' agency or influence?

Answer. I cannot say that it was through his agency; but I obtained forgings for Anderson, Dulaney & Co., of Richmond, Virginia.

Question. I will call your attention to the question whether you did any forging for the government vessel built in 1857, the engines of which were built by Murphy, Pease & Co. of New York?

Answer. I know nothing about that; that was subsequent to my time.

Question. Do you know whether the Reading Works did any forging for that company or not?

Answer. I could not say positively whether they did or not?

Question. Who was the secretary and treasurer of the Reading company in 1857?

Answer. Charles McClinagan.

Question. Where is he now?

Answer. In South America, I suppose. He left sometime since to take a place in connexion with a railroad in Brazil.

Question. Do you know what money, if any, was paid to Mr. Jones for his agency?

Answer. I cannot say, from my own knowledge, that any was paid him.

Question. Who has possession of the Reading Forge books now?

Answer. Mr. McLaughlin.

Question. Where is his residence?

Answer. It is at Reading.

Question. Are you acquainted with the coal agent for the navy department, Mr. Hunter?

Answer. Yes, sir.

Question. What is his occupation?

Answer. He is a physician.

Question. What is he engaged at now?

Answer. I can hardly tell you; he does more or less in the medical way.

Question. Does he take any active part or supervision of the coal business?

Answer. Not to my knowledge?

Question. Has he ever been engaged in the business of coal dealing?

Answer. He has not; I am certain of that. I have known him for many years. The fact is, he is a relation of mine, and I do not know that he ever did much of anything.

Question. Do you know, either from conversation with him or from conversation with the other parties in interest, what division, if any, is made of his percentage as coal agent?

Answer. I know nothing definitely at all about that matter.

Question. Who acts in the purchase of the coal for the government?

Answer. That I do not know.

Question. Does Dr. Hunter make any purchases himself?

Answer. Not to my knowledge.

Question. Do you know whether he has a deputy or not?

Answer. I do not.

Question. Have you seen Mr. Beach in Reading; Mr. Beach of the firm of Tyler, Stone & Co., coal dealers of Philadelphia?

Answer. I do not know the gentleman. As far as relates to that matter I know nothing at all about it further than from hearsay.

Question. Do you know upon whose recommendation Dr. Hunter was appointed coal agent?

Answer. I do not?

Question. Are you a coal dealer?

Answer. I have been an extensive coal consumer until quite recently.

Question. What can 50,000 tons a year of anthracite coal be delivered at the Reading docks in Philadelphia for, such coal as is used in making steam in sea-going vessels?

Answer. About \$3 30 a ton, I think.

By Mr. Ritchie:

Question. Do you know the price of that kind of coal during the last year?

Answer. I do not, I make my estimate upon the value of the coal in the coal mining region, adding the cost of transportation.

By the Chairman:

Question. In what business have you been engaged?

Answer. In the manufacture of iron.

By Mr. Boccock:

Question. In stating the price of coal, do you have reference to the price at this time, or the price it has ranged at for the last two years?

Answer. I think this would be about an average; coal has been sold for a less price than that, and it has been sold somewhat higher.

Question. What have you been giving for good anthracite coal at Reading?

Answer. We have bought it as low as \$1 65 per ton, and I have put it in my calculation here at \$1 80 per ton.

Question. When did you purchase coal at \$1 65 per ton?

Answer. I could not give you the date exactly, but this summer you could have bought any quantity for \$1 80, and even at a less price for the money.

By Mr. Groesbeck:

Question. What is the market price of good anthracite coal at the Reading docks, in Philadelphia?

Answer. Reading is 58 miles from Philadelphia.

Question. What is the selling price of this coal in Philadelphia?

Answer. I know nothing about the selling price in Philadelphia, but the selling price in Pottsville, where the coal is mined, I have put at \$1 80 per ton, then I have put the freight down at 65 cents per ton, which is the highest price that has been paid this summer for transportation, and then I put down 85 cents for toll on the canal, which I think is about the ruling rates.

Question. What would be a reasonable profit on the quarrying, freighting, and delivering of this coal in Philadelphia for sale there? In other words, I am trying to get at the market price of this coal in Philadelphia.

Answer. This is just the thing, the market price is just what you can get; and whether it affords a remunerative profit or not is a matter that the man who quarries must run his risk of. I have put down \$1 80 per ton as the selling price of this coal at Pottsville, in the mining region, and to that I have added the cost of transportation.

By Mr. Bocock:

Question. Do you take into your estimate the cost of transportation from Pottsville to Philadelphia?

Answer. Yes sir, I have put down 65 cents as the transportation price, it was that this summer, and in some cases even less than that; and I have put down 85 cents for the tolls upon the canal to Philadelphia.

Question. Do you know of any contract with Mr. J. Glancy Jones with the Reading Steam Forge to procure work for them?

Answer. I can say so far as this; I do not know as I was present in the board when the arrangement was made with him; I only know this from my own certain knowledge, that it was a matter talked of frequently in the board, when we spoke of the justness of paying that which was agreed upon, and I know that during my term as secretary and treasurer I spoke to him on two or three occasions when I met him on the street, and said that I was very sorry that the concern was in such a condition pecuniarily that I did not see how I could pay him any money then.

By the Chairman:

Question. What did he say to what you told him?

Answer. He never demanded any thing from me; but from the understanding that was had I thought it was my duty to tell him. The fact is it was talked of in our discussions in our board, that it was altogether proper that he should be paid, particularly after we had received the money from the government.

By Mr. Bocock:

Question. Did the company ever receive any money from the government directly for work done?

Answer. I received myself \$3,109 48, or rather I gave the bank a draft upon the government for that amount.

Question. For what work was that money received?

Answer. As far as I was concerned there it was for the first shaft put into the Minnesota.

Question. With whom did you contract for that?

Answer. I contracted with Daniel B. Martin, who was the engineer-in-chief here at that time. That matter I settled, and got for it \$3,109 48.

Question. Do you know who built the steam machinery for the Minnesota?

Answer. I do not. I was always under the impression that it was built by the government here, inasmuch as the vessel was built here, and they had a machine shop here. I know nothing of my own personal knowledge about it. I was here to see Mr. Martin and had volumes of correspondence with him about it, and he was on there at Reading several times also.

Question. Are you distinct in your recollection that you got the contract from Mr. Martin?

Answer. Yes, sir; I furnished Mr. Martin with this shaft.

Question. Did you contract with Mr. Martin to do that work for the government at a certain price?

Answer. I did; but I could not tell you positively within one cent; but it was either 22 or 23 cents a pound for the work, and I have given you what it amounted to. Mr. Mullin and myself went on to see about it; I was the financial man and Mr. Mullin was the manufacturer.

By the Chairman:

Question. What part did Mr. Jones take in procuring this work for you?

Answer. I cannot tell you anything more than this: that I always understood from conversations that we had in the board that he was delegated to use his best efforts to procure work for the concern; inasmuch as he belonged to our city, and was our representative here, we wanted him to use his best efforts to procure such work either from government or from those parties from whom government took contracts for work; and he was to have a percentage on the amount he furnished, 5 per cent., I think.

By Mr. Bocock:

Question. Do you know whether he had any thing to do with procuring this contract upon the Minnesota or not?

Answer. I do not, further than we have letters in which he states that he would do all he could towards influencing the government in our favor. That is about all.

Question. Have you any letters from him promising to use his influence in relation to this particular work or about this particular time?

Answer. I think we have.

Question. Have you those letters with you?

Answer. I have not. I should have brought all these documents along if I could have got the key to the safe. But Mr. McLaughlin not being there I could not get it.

Question. Did Mr. Jones within your presence or within your knowledge speak to Mr. Martin or any particular officer of the government in relation to this work?

Answer. Not to my knowledge.

By Mr. Groesbeck:

Question. Did the Navy Department advertise for proposals for this work? Or was a contract made with you without consulting any other manufacturers?

Answer. I do not know that proposals were advertised for, but I came on here myself and went to the Navy Department. I do not recollect who was the officer there at the time, but he told me that an offer had been made to them of 22 cents per pound.

By the Chairman:

Question. Who told you that?

Answer. The officer of the department.

Question. Do you know him?

Answer. I do not. I know that we got a cent a pound more than the other party had offered.

Question. Did you learn the reason why they gave the work to you?

Answer. They came on to look at our works, and I suppose considered them so much more efficient and consequently calculated to make a better job.

Question. Who came on?

Answer. Mr. Martin.

Question. Who did he go on with?

Answer. I do not recollect whether any one came on with him or not.

Question. Was Mr. Jones there with him at the time?

Answer. No, sir.

Question. Where was Mr. Jones then?

Answer. I suppose he was on here then. I looked upon the minute book and I see that Mr. Keim made the record the first of January, in relation to this matter.

By Mr. Groesbeck:

Question. Do you know whether there were bidders or not?

Answer. I do not know; but it is natural to infer that there were bidders when they said they had received an offer at 22 cents per pound.

By the Chairman:

Question. Did you see any proposals that had been made for this work?

Answer. No, sir.

Question. What first induced you to bid? How did you first learn that there was any shaft to be built?

Answer. I do not know; I cannot tell.

Question. In looking over the correspondence of Mr. Jones with your company, please send us any letters which bear upon the subject of furnishing a shaft for the Minnesota and obtaining contracts from the government?

Answer. I think Mr. McLaughlin, who has been placed in charge of all these papers, would be the proper one to bring them on here.

By Mr. Bocock:

Question. What other work did you do for the government while you were connected with this company?

Answer. I did not do anything more that was ordered strictly by the government. We made some work for some vessels, the machinery of which was built by the Richmond contractors; also, some for the Wabash, built by Merrick & Sons, Philadelphia.

Question. With whom were the contracts made for this work?

Answer. I made the contract with Anderson, Dulaney & Co., myself.

Question. Did Mr. Jones have anything to do with getting the work from the Richmond contractors?

Answer. No, sir, not that I know of.

Question. Who made the contract with Merrick & Sons?

Answer. That contract was made before I got the position of secretary to this company. I suppose General Keim must have made it, as he immediately preceded me in that office. I see, by reference to the books of the company, that there were charges against the government for work done, but I do not know the particulars. The amounts about which I do not know the particulars, reach \$6,481 15.

Question. Do the books show that these accounts have been paid?

Answer. Yes, sir, the accounts have been closed.

By Mr. Bocock:

Question. Do the books show at what time these accounts were paid?

Answer. I simply took them from the ledger, which was the only book I have had access to. One charge on the ledger was October 30, 1856, for \$3,555 50; the other was December 5, 1856, for \$2,925 65.

Question. Did Mr. Jones ever apply to you or to the company, within your knowledge, for any compensation for his services in their behalf?

Answer. Not that I can recollect.

M. A. BERTOLET.

No. 43.—PETER McLAUGHLIN.

FEBRUARY 5, 1859.

PETER McLAUGHLIN was called and examined.

By the Chairman:

Question. Where do you reside?

Answer. At Reading, Bucks county, Pa.

Question. What is your employment?

Answer. Secretary and treasurer of the Steam Forge Company.

Question. How long have you been in that position?

Answer. Four months and fifteen days.

Question. Are you in possession of the books and papers of that Company?

Answer. I was not at the time I left home.

Question. Are you now?

Answer. I believe I have got the greater part of the documents, with the exception of the check book.

Question. Where was your check book?

Answer. It was in the safe of the company at the time I left. I telegraphed from here for the books and papers as fully as I was instructed by the sergeant-at-arms,

Question. Did you telegraph for the check book?

Answer. For the books of the company. The check book was not sent. The journals, ledgers, and correspondence of the company are here.

Question. Have you examined at any time the books, or have you seen in the books or papers of the company any account, formal or informal with J. Glancy Jones?

Answer. Not upon the books, sir.

Question. Who was your predecessor?

Answer. Charles McLanagan.

Question. Where is he now?

Answer. In Rio Janeiro, South America.

Question. Where were you in 1857 and 1858.

Answer. For three months and ten days of 1858 I was with the Steam Forge Company. In 1857 I was residing in Reading, not doing anything.

Question. Have you seen any correspondence among the papers between Mr. Jones and the department, or Mr. Jones and the forge?

Answer. Here is a letter which I have seen since I have been here, but not previously.—(See appendix *a* attached to this deposition.)

Question. Is there any other letter?

Answer. There is no other that I can find.

Question. Have you here all the letters of that company?

Answer. I wrote for all the correspondence between Mr. Jones and any officer or member of the board of directors of the Steam Forge Company.

Question. You do not know whether there are any other letters?

Answer. I do not.

Question. Have you any knowledge of any sums of money being paid to Mr. Jones for services?

Answer. No, sir; I have not.

Question. At the time you went there and became secretary was the Reading Forge an existing institution?

Answer. It was.

Question. When did it fail?

Answer. About two months after my going in.

Question. Was Mr. Jones a stockholder of that forge?

Answer. Not to my knowledge.

Question. Do you know whether he acted as agent for the forge?

Answer. I do not; not, at least, under my administration.

Question. Before you went in?

Answer. I do not know.

Question. Do you know any other fact in regard to Mr. Jones and in connexion with the Reading Forge?

Answer. There is no other fact I know of in connexion with the steam forge and Mr. Jones.

Question. Did you ever have any conversation with Mr. Jones in regard to it?

Answer. No, sir, never.

Question. Had you any opportunities?

Answer. I have seen Mr. Jones at Reading, and have spoken to the gentleman; but never on the steam forge business.

Question. Is there any account upon the books of your company of the amount of work done by the forge for the United States?

Answer. There is, I think; but I do not think it is in the aggregate. That is to say, it does not follow in regular order. I do not think there is an account in the ledger with the United States government.

Question. Can you turn to the items?

Answer. I think it probable that I can. There were two shafts being manufactured by the Reading Steam Forge Company, one for the United States frigate Colorado and the other for the United States frigate Richmond, both of which were purchased by the Farmers' Bank of Reading, at public sale, as the first lien creditor of the Steam Forge Company. Those were the only two shafts finished during my administration. The other shafts were under Mr. McLanagan. It will be difficult to find these amounts, because these transactions took place in a peculiar way. There is no direct account opened with the government, I think. The company was in an embarrassed condition, and to facilitate the operations drafts were drawn upon the government; and the entry was "Cash Dr. to bills payable," because these drafts were discounted at the Farmers' Bank of Reading. It was simply an entry of cash and bills payable, and therefore there was no account opened directly with the government.

Question. Can you state how many shafts were made for the government?

Answer. There is a letter here from the department which, I think, will illustrate it. It is from Mr. Lenthall. Here are also other letters, being correspondence between the Navy Department and the Reading Forge.

[The letters having been produced, the further examination of the witness was postponed that they might be read by the committee.]

FEBRUARY 7, 1859.

Question. Please look at the following letters:

Letter dated June 27, 1855, from J. C. Dobbin to Hon. J. Glancy Jones;

Letter dated July 12, 1855, from John Lenthall to M. A. Bertolet;

Letter dated November 10, 1855, from Anderson, Delano & Co. to M. A. Bertolet;

Letter dated June 23, 1858, from Samuel Archbold to Charles McLanagan;

Letter dated July 14, 1858, from Samuel Archbold to Charles McLanagan;

Letter dated July 19, 1858, from Bartol to the Steam Forge Company;

Letter dated July 24, 1858, from B. to W. M. D., esq.;

Letter dated November 7, 1858, from Samuel Archbold to William M. Leigh, esq.;

and state where these letters were found by you?

[See appendix to this deposition.]

Answer. These letters have been found by Mr. McKnight, who is the President of the Steam Forge Company, and Joseph, who is a kind of procurator or day watchman for the Steam Forge Company. I did not find these letters; they were found by these two gentlemen, I presume.

Question. Do you recognize these as being letters of that company?

Answer. I recognize them as having been sent here as Steam Forge Company letters; that is all.

Question. Please state who W. M. Leigh is.

Answer. Formerly he was superintendent of the Steam Forge Company.

Question. Please state who B. H. Bartol is.

Answer. I do not know who he is. Merrick & Sons are a firm of Philadelphia. I do not know whether he is their agent or clerk or not; he appears from the letters to be.

Question. Is the letter signed "B," dated July 24, 1858, in the same handwriting as the letter signed July 19, 1858?

Answer. There appears to be a similarity in the handwriting; but I could not swear to the identity.

Question. What is your judgment, from a comparison of handwriting? who, in your judgment, wrote the letter subscribed "B"?

Answer. There appears to be a striking similarity in the way the two B's are made. I really cannot say that they are the same. One appears to be a more heavy handwriting than the other.

Question. Please look at page 675 of your letter book, and read from it the reply of your company to the letter of Mr. Bartol dated July 24, 1858.

Answer. This is the letter:

“ OFFICE OF THE READING STEAM FORGE CO.

Reading, August 6, 1858.

“ DEAR SIR: In answer to yours of the 24th ultimo to Mr. Leigh, I would say that at a meeting of our board held last evening the matter was presented to their notice, and they desire me to say that they decline acceding to your proposition for the bidding of one of the

sloops, as it was entirely out of our line of business. Mr. Jones is also of the opinion that it might seriously affect the interests of the Forge Company.

I am, very truly, yours,

“C. McLENAGEN, *Treasurer*.

“B. H. BARTOL, Esq.”

By Mr. Bocock:

Question. Are you a book-keeper yourself?

Answer. I am.

Question. Why does not the account with the government appear upon the ledger?

Answer. That is owing to the peculiar character of the transactions. In a case involving a contingent entry I should not open an account with the firm. For instance: if a man owes us for making a shaft, or doing any other kind of work, we draw upon him, through the Farmers' Bank of Reading, for four or six months. If he is a responsible party this may be discounted at the Bank of Reading, and the entry will be “Cash, &c., to bills payable.” We may, perhaps, pay this draft ourselves, and the entry would be still “Cash, Cr., by bills payable.” There might be money paid out in this way, and the books would show it on reference. Any individual or firm that we had a direct account with, we should open in his name.

Question. When you executed or drew a draft, did not your books show for what amount and for what purpose it was drawn?

Answer. Certainly. For instance, if we drew upon the government at six months and were desirous of having it discounted, it would be drawn for work being done or being constructed, and would be deposited and discounted by the Farmers' Bank of Reading. Every draft would upon the books appear upon what account it had been drawn.

Question. You have stated that your books show no entry in connexion with the name of J. Glancy Jones?

Answer. None that I know of.

Question. Would it have been practicable, consistently with your style of book-keeping to pay out money to him, which your books would not show.

Answer. An entry might occur in this way. It might be set down as an office expense. We have an office expense account, embracing all travelling expenses, as well as contingent expenses of the office, for paper, pens, ink, stamps, envelopes, &c. The office expense might be charged in this way: “Office expenses, Dr. to cash,” for the general entry. This might be explained upon the books as cash paid to any person who might go anywhere upon the business of the company. If there was no direct account opened with the individual there would be no other entry of the transaction.

Question. Although no direct account with the individual had been opened, yet in keeping the account of the expenses of the office, this would appear in connexion with the name of the person to whom the money was paid?

Answer. Yes, sir; always, provided the entry was made in full.

Question. Have you ever examined the account of the expenses of the office to see whether any amount of money has been paid to J. Glancy Jones?

Answer. I have not.

Question. Please to make that examination?

Answer. It may involve a day's labor or more; I will do so.

By the Chairman:

Question. Have you seen in the letter book any correspondence between Mr. Jones and the company?

Answer. No, sir.

[Subsequently, the witness reappeared.]

Question. What have you found from your examination of the books?

Answer. I have found money paid to Mr. Jones at various periods, and I will refer to the items. The entries are these:

"October 2, 1854; office expenses debtor to the Farmers' Bank for check No. 523, drawn to pay J. Glancy Jones' expenses to Washington City, \$30."

"November 26, 1856; office expenses debtor to the Farmers' Bank for this amount, check No. 858, sent J. Glancy Jones for expenses in procuring work for the Reading steam forge, \$250."

"September 28, 1857; office expenses for this amount, borrowed money of J. A. Nichols, to pay J. Glancy Jones' esq., expenses to Washington, on business for the company, and returned the same in check No. 1038, \$100."

I have examined the books since 1851, and this is all that I have found; this examination has been facilitated by finding opposite a great many items, the name of the individual to whom the money was paid; there were also a great many small items of a dollar or two which I did not examine at all.

Question. Are you certain that these are all the items?

Answer. There may be others.

Question. But you could not ascertain them readily?

Answer. No, sir; it would involve a very extensive examination.

Question. Is it likely that there is any other considerable item?

Answer. I think not, sir.

Question. In whose handwriting is this paper?

[See Appendix B, attached to this deposition.]

Answer. In that of Mr. McLenagan, if I mistake not.

Question. Who is E. J. Etting & Brother? Are they creditors of the concern, mortgagees?

Answer. I presume they are, sir. I am not able to say who they are. I know that there was some trouble between the Steam Forge Company and this firm of Etting and Brother. It was a somewhat complicated business. I ask permission here to correct two chronological mistakes I made, viz: I went to the Steam Forge on September 20, 1858, so that I was there but three months and ten days in 1858.

P. McLAUGHLIN,

Secretary and Treasurer Steam Forge Company.

OFFICE READING STEAM FORGE COMPANY,
Reading, November 25, 1857.

GENTLEMEN: I am under the necessity of writing to you again relative to the notes of the Reading Steam Forge Company, held by yourselves. I requested Mr. Lee, some days since, to call upon you, when in your city, and make some arrangement regarding the notes of the 23d and 26th, which I regret he was unable to do. I wish, gentlemen, at this time, to lay the plain facts of our case before you. We are at present, and have been for the last three months, idle, comparatively speaking, at our works, and, with little or no income, been obliged to scrape and manage along as best we could. We have extended assistance wherever it has been asked, and, on the other hand, have been refused favor in no one instance. Our prospects for the future are very flattering, as we have, at this time, *positively secured* the forgings for *three* of the new United States sloops, and a very fair chance of the forgings for the remaining two; also, other government work, which we are at present looking after. We feel confident, when we get fully under way with this work, that our troubles will be at an end. *We were assured one month ago* that the drawings for some of the above forgings were ready for us to get to work upon, and consequently felt confident of being able to keep all promises made. We were disappointed, however, in this, but will positively get to work within a week from this time. I now have to ask, after giving *plainly* our situation, again for your favor, by giving us an extension on the notes of the 23d and 26th November, and of the one due December 4, with the same endorsements. *Every effort* will be made to meet that maturing the early part of January.

I trust, gentlemen, you will take this matter fully into consideration before a decision is made, and grant us the last favor of this kind which shall be solicited.

Awaiting your answer, I remain, very respectfully, yours,
C. McLENEGAN, JR.

Messrs. E. J. ETING & BROTHER.

HOUSE OF REPRESENTATIVES, May 18, 1854.

DEAR GENERAL: I received your letter this morning, and have just had an interview with the Secretary of the Navy. He informs me that all the machinery will be given out *on contract*, except, perhaps, what is made in Washington. The Secretary will advertise for bids, but will not give it to the *lowest bidder*; he will contract with the offer which he thinks is best for the government. Now, I think I can serve my town and constituents by securing a fair portion from those who want these contracts; with this the Secretary has nothing to do; but we can do a great deal ourselves by being ready to meet these contractors. I will write you again soon, and send you the notice when the Secretary advertises.

Truly yours,
General W. H. KEIM.

J. GLANCY JONES.

NAVY DEPARTMENT, *June 27, 1855.*

SIR: In reply to your letter of the 26th instant, you are informed that the bills of the Reading Forge Company should be sent to the Bureau of Construction, Equipment, &c., when, if found correct, they will be approved by the chief of that bureau, payable by the navy agent at Philadelphia, Baltimore, or New York, as the company may prefer.

Very respectfully, your obedient servant,

J. C. DOBBIN.

Hon. J. GLANCY JONES,
Reading, Pennsylvania.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION, &c.,
July 12, 1855.

SIR: I enclose herewith your bills, amounting to \$3,109 48, for the crank shaft for the Minnesota, payable by the navy agent at Philadelphia, as requested in your letter of the 29th ultimo.

Respectfully, your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

MAYBURY A. BERTOLET, Esq.,
Treasurer Reading Steam Forge Co., Reading, Pa.

TREDEGAR FOUNDRY,
Richmond, November 10, 1855.

DEAR SIR: We enclose statement of account and interest showing balance due you, at six months, October 25, \$9,281 88. for which, if found correct, please accept the accompanying notes, at six months, November 10 and 25, for \$4,651 60 and \$4,665 08 in settlement of the same. We have made a few days' difference in the maturity of the notes, to which you assented when here, all of which we hope will be satisfactory.

Yours truly,

ANDERSON, DELANEY & CO.

M. A. BERTOLET, Esq.,
Secretary Reading Steam Forge Co., Reading, Pa.

OFFICE OF ENGINEER-IN-CHIEF,
Washington, D. C., June 23, 1858.

DEAR SIR: I wrote yesterday to Mr. Nicholas Jones, who had formerly been treasurer of your company, in relation to the forging of a crank shaft for the United States sloop-of-war Richmond; and as I

have received a note this morning from the Hon. J. Glancy Jones, giving me your address, and fearing that my note of yesterday may not come to hand, I now write, asking that you will send your manager or foreman here without delay, to see the drawing of the shaft, and with authority to contract for forging it.

Very respectfully, your obedient servant,

SAMUEL ARCHBOLD.

Mr. LENEGAN,

Secretary of the Reading Forge Company.

OFFICE OF ENGINEER-IN-CHIEF,

Washington, July 14, 1858.

SIR: Your letter of the 12th instant, inviting me to be present at a meeting of the iron masters of your district to-day, has been received, and I regret exceedingly that it is out of my power to be with you on the present occasion, but hope at some future time to have the pleasure of visiting your establishment and the interesting country around you. And you will be pleased to say to our friends that I take a strong interest in anything connected with the great iron trade of Pennsylvania.

In the department we are quite busy preparing to advertise for the machinery for the new vessels authorized to be built by Congress, and I think they will be published next week.

I regret to inform you that the frigate Colorado has broken her main crank shaft, which I think was forged at your establishment for Messrs. Anderson & Co., of Richmond. The Colorado will come home, under sail, to Boston, and the Roanoke will take her place.

I have prepared a drawing of a new shaft for her of increased dimensions, but as the honorable Secretary of the Navy is confined to his room by sickness, I have no orders yet to have one made. Until the broken shaft is removed, and I inspect it, I am not prepared to say whether the break occurred from bad workmanship, or materials, or too little section.

Very respectfully, yours,

SAMUEL ARCHBOLD.

P. S. Will you be pleased to inform me, by return mail, at what price per pound you will forge, turn, and finish, and deliver at the Boston navy yard, one double throw main crank shaft, whole length twenty-two feet three and one-eighth inches; diameter of largest journal fourteen and one-half inches, smallest thirteen and one-half inches, weighing about 15,000 pounds, guaranteeing its performance at sea under steam for three months, and to be true in every respect when suspended on centres. and the time of delivery.

ARCHBOLD.

C. MCLENEGAN, Esq.

SOUTHWARK FOUNDRY,
Philadelphia, July 19, 1858.

GENTLEMEN: Please give us your lowest six months price for these shafts of best iron. If the price suits we will send the order.

Respectfully, yours,

MERRICK & SONS,
By B. H. BARTOL.

STEAM FORGE CO.

[Confidential]

PHILADELPHIA, *July 24, 1858.*

SIR: Colonel Florence, who is just from Washington, says it is a settled fact that two of the new sloops are to be built here; one is already commenced, and her machinery will soon be given out, and we are told that our chance is good for that one. The second one will no doubt be advertised for later. Will your company feel disposed to make a bid, I furnishing you all necessary drawings, prices, &c., we to pay you five per cent. on the contract if awarded to you, and we to do the work. The advantage to Reading will be, that in addition to the second set of shafting, we would order all the boiler and pig iron for both vessels; these total \$20,000. Will Mr. Jones support your proposition, so as to get the job? Please advise me.

Yours truly,

B.

W. M. LEE, Esq.

[Duplicate]

OFFICE OF ENGINEER-IN-CHIEF,
Washington, November 2, 1858.

SIR: Your firm having on the 20th of August contracted with the Bureau of Construction, &c., for a crank shaft for the steam frigate Colorado, to be forged, finished, and delivered at the Boston navy yard in six weeks from the date of contract, and, as this time has long since expired, I desire to be informed, by return mail, the reason of the delay, and when it will be ready to ship, so that it can be inspected at your establishment.

I also desire to know when the Richmond's shaft will be ready for shipping. (Original of this letter was directed to Bristol, Pennsylvania.)

I am, respectfully, your obedient servant,

SAMUEL ARCHBOLD.

WILLIAM M. LEE, Esq.,

*Superintendent Reading Steam Forge Co.,
Reading, Penn.*

APPENDIX.

DOCUMENTS RECEIVED FROM THE NAVY DEPARTMENT.

Papers relating to steam machinery of the "Lancaster," at Philadelphia; advertisement dated November 19, 1857.

NAVY DEPARTMENT, *October 22, 1857.*

GENTLEMEN: The department desires your views upon the subject of constructing the four steam propeller sloops-of-war that yet remain to be built, as authorized by the act of Congress approved March 3, 1857.

You will give, in general terms, the armament you may think most suitable, and the proposed draught of water; but if, in your opinion, it be not desirable that they all be of the same force, you will state the different classes that you would recommend for the consideration of the department.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Com. JOSEPH SMITH, JOHN LENTHALL, Esq., Capt. D. N. INGRAHAM,
and SAMUEL ARCHBOLD, Esq.

NAVY DEPARTMENT, *October 27, 1857.*

SIR: Enclosed with this you will find a copy of the report of a board of officers in relation to four of the five steam sloops-of-war recently authorized to be built by Congress. The department adopts the recommendation of the board as to the first and second mentioned classes of vessels; the largest vessel to be built at the Philadelphia navy yard, and two others at Norfolk and Pensacola, respectively. The place of construction for the fourth will be decided in a few days.

I am, very respectfully, &c., &c.,

ISAAC TOUCEY.

JOHN LENTHALL, Esq.,

Chief of Bureau of Construction, &c.

OCTOBER 26, 1857.

SIR: In compliance with your directions of the 23d instant, we respectfully recommend that one of the four ships be built with a covered deck, to mount eighteen heavy guns on the gun deck, and two pivot guns on the spar deck, weighing, with their tackle and ammunition, about 168 tons, and to have a draught of water of about

18 $\frac{1}{4}$ feet when ready for sea. We favor the construction of one ship of this class to enable us to cope with new ships of the same class in foreign navies. Though there are five live-oak frames prepared for ships of this class, the trial of one may lead to improvements hereafter.

Knowing the necessity for ships of lighter draught, we recommend the other three sloops to have flush decks, to mount fourteen heavy guns weighing about 132 tons, and to have a draught of about 16 feet.

Should the department permit another of the five live-oak frames named to be used, a single-deck ship can be built instead of one of the three last named, to mount, in addition to the fourteen heavy guns, two pivot guns—one on the quarter deck, and one on the fore-castle, with a draught of about 17 feet.

The precise calibre and position of the armament should be deferred for further consideration.

These ships will be efficient, and are proposed with reference to the live-oak frames on hand. They should carry as much steam power as can be accommodated, the machinery of which should be designed after the precise forms and dimensions of the ships shall be known.

We have the honor to be, very respectfully, your obedient servants,

JOSEPH SMITH,

Chief Bureau of Yards and Docks.

JOHN LENTHALL,

Chief Bureau of Construction, Equipment, &c.

D. N. INGRAHAM,

Chief Bureau of Ordnance and Hydrography.

SAMUEL ARCHBOLD,

Engineer-in-Chief, United States Navy.

Hon. ISAAC TOUCEY,

Secretary of the Navy.

NAVY DEPARTMENT,

December 22, 1857.

SIR: Transmitted herewith are the sealed specifications and plans received at this department under its advertisement of November 19, 1857, for the construction of the steam machinery and appendages, and placing it on board the screw propeller sloop-of-war building at Philadelphia. Yourself and Chief Engineers Hunt and Everett are appointed a board to open them and determine upon their merits.

The board, after making a list of the names of the bidders, of the cost and the time in which each proposes to execute the work, and a detailed comparison of the several plans and offers, will express their opinion as to which of them is the best adapted to the proposed purpose.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Engineer-in-Chief SAMUEL ARCHBOLD,

United States Navy, Washington, D. C.

NAVY DEPARTMENT,
December 22, 1857.

SIR: Report to Engineer-in-Chief Archbold for duty as a member of a board to examine and report upon the merits of the plans and specifications received at the department under its advertisement of November 19, 1857, for the construction of the steam machinery, &c., for the screw-propeller sloop-of-war building at Philadelphia.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Chief Engineer HENRY HUNT,
United States Navy, Washington, D. C.
Chief Engineer WILLIAM E. EVERETT,
United States Navy, Washington, D. C.

OFFICE OF ENGINEER-IN-CHIEF,
December 31, 1857.

SIR: In compliance with your order of the 22d instant, to examine the accompanying specifications and plans received by the department under its advertisement of November 19 for the construction of steam machinery and appendages, and placing it on board the screw-propeller sloop-of-war building at Philadelphia, we have the honor to report:

That the following table shows the names of the several bidders, kind of engine, size of engine, cost, and time required for construction.

Names.	Kind of engine.	Diameter of cyl. inder.	Length of stroke.	Cost.	Time of completion.
		<i>Inches.</i>	<i>Inches.</i>		
Woodruff & Beach	Trunk	60	36	\$126,000	No time given.
Murray & Hazlehurst..	Direct acting double piston rod ...	62	35	138,000	6 mos. after launching.
Reaney & Neafie	do.....	61	33	137,500	3 mos after launching.
Merrick & Sons	do.....	68	33	145,000	8 months from date of contract, or 4 months after launching.

The trunk engine proposed by Woodruff & Beach we consider objectionable; and though they presented drawings of steam and exhaust valves which, so far as our opinion can be formed from them, would seem to possess advantages over the ordinary form, yet, in the absence of a working model, we cannot express a decidedly favorable opinion.

But if the valves had even great merit, we could not recommend the adoption of trunk engines for this ship.

The engine proposed by Murray & Hazlehurst has a framing of peculiar construction, which we consider unfitted to the purpose.

The general form of engine proposed by Merrick & Sons and Reaney & Neafie are similar. The details of arrangements in the plans of the former are all very perfectly shown, whilst the drawings of the latter are not so full; but there would be, evidently, considerable difference in the details. The steam cylinders of Merrick & Sons' engine have a greater capacity of $8\frac{1}{2}$ cubic feet; the boilers have 200 square feet more heating surface, with a proportional amount of grate; the journal surface is greater by 22 per cent.; and a large amount of journal surface is one of the most important considerations in propeller engines.

The increased size of Merrick & Sons' engines and boilers reduce the coal stowage from eight to ten tons below Reaney & Neafie's plan, and their estimated weight of engines, boilers, &c., is 348 tons, or eight tons greater than that specified as admissible in the advertisement of the department; whilst the estimated weight by Reaney & Neafie is 324 tons, or sixteen tons less than the department allowed. Comparing capacity of cylinders and price of Merrick & Sons' engines with capacity of cylinders and price of Reaney & Neafie's engines, the former is the lowest bidder; and comparing boiler surface, they are nearly equal.

We are of the opinion that the engines, &c., proposed by Merrick & Sons are best adapted to the requirements of the department and will give the most satisfaction on account of the increased journal surface and larger engines and boilers, the increased size of which will be decidedly advantageous in obtaining a higher rate of speed when desired, and will be no less economical in fuel at lower rates.

Each of the bidders made supplementary proposals for furnishing a surface condenser for an additional compensation; but if we were much inclined to the adoption of this instrument, we could not recommend it, as the form of engine we deem best adapted to this ship would render its application exceedingly difficult on account of its requiring an additional large pump, and would add complication of the already complex machinery, from being crowded into so small a space.

We are, very respectfully, your obedient servants,

H. HUNT,

W. E. EVERETT,

Chief Engineers.

Not concurring with Messrs. Hunt and Everett in some of the views taken by them, it becomes necessary to make a separate report, particularly with regard to the propositions of Messrs. Merrick & Sons and Messrs. Reaney, Neafie & Co., both of Philadelphia. It is urged against the latter that their plans and drawings are not so full as those of Messrs. Merrick & Sons, but there can be no objection to

their being allowed to make them more perfect, so that, in essential points, they do not vary from their first proposition.

There can be no doubt whatever but that with larger engines and boilers increased speed can be obtained, which is certainly very desirable; but this vessel being intended for a cruiser, it is presumed will have a large proportion of sail, so that the steam power will be an auxiliary and not the prime mover. There must also be space left for the numerous objects that we all know such a ship-of-war will be fitted with.

A careful examination of the plans proposed by Merrick & Sons shows that there can be but some 270 tons of coal stowed in the space allowed to the machinery, boilers, and coal; and from the dimensions of the engines and boilers, it is deduced that the consumption of coal, when full steaming, will be at the rate of 28 tons per diem, so that the stowage will be $9\frac{3}{4}$ days, whilst, by the advertisement, fuel for 13 days' full steaming is required. With regard to the plans proposed by Reaney & Neafie, calculated in the same manner, the quantity of coal stowed will be 278 tons, and the consumption being 26 tons per diem, there will be coal for $10\frac{3}{4}$ days' steaming. Although the weight of Messrs. Merrick & Sons' machinery and boilers is but eight tons greater than was required, which is but an insignificant quantity, yet it is 24 tons greater than that proposed by Reaney, Neafie & Co., and with equal quantities of coal on board it will be somewhat detrimental to the velocity.

The objections to Reaney, Neafie & Co.'s plan, on the one hand, is the small quantity of crank journal surface which is, in some degree, a matter of detail that can be partially remedied; and to Merrick & Sons' plan it may be objected to the manner of communicating motion to the piston of the air-pump, which might also be remedied. The engines and boilers proposed by the two parties are in most respects similar, and the selection of the most advantageous turns upon the small increase of speed on the one side against the greater number of days' coal that can be carried on the other.

With regard to the cost, comparing the powers in the proportion of grate surface in each case, they would be as 100 to 97; and if Reaney, Neafie & Co.'s were equal to Merrick & Sons', their price would be increased to \$140,650, which would be \$4,350 less than the latter; and assuming the speeds to be as the square roots of the powers, they would be as 10 miles is to $9\frac{84}{100}$ miles per hour.

From the above it will appear that the only difference in the two propositions is \$4,350 in cost, and the department could not err in selecting either the one or the other.

I would respectfully suggest that in drawing up the contract it should be made a condition that the weight of the machinery shall not be more, and that the amount of coal to be stored in the space allotted to the machinery, boilers, and coal, shall not be less than the amount to

be named in the contract, under penalty to be deducted from the final payment.

I am, respectfully, your obedient servant,

SAM'L ARCHBOLD,
Engineer-in-Chief, U. S. Navy.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

NAVY DEPARTMENT,
February 1, 1858.

SIR: The department desires you to examine the proposals, models, drawings, specifications, &c., for the steam machinery for the sloop-of-war to be built at Philadelphia, and to give it your opinion, in writing, which is the best adapted to the purpose intended, and your reasons for such opinion. The department also desires a similar opinion in relation to the proposals, &c., for the steam machinery for the sloop-of-war to be built at Boston.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Engineer-in-Chief SAM'L ARCHBOLD,
United States Navy, Washington, D. C.

NAVY DEPARTMENT, *February 1, 1858.*

SIRS: The department desires you to examine the proposals, models, drawings, specifications, &c., for the steam machinery for the sloop-of-war to be built at Philadelphia, and to give it your opinion, in writing, which is the best adapted to the purposes intended, and your reason for such opinion. The department also desires a similar opinion in relation to the proposals for the steam machinery for the sloop-of-war to be built at Boston.

I am, very respectfully, your obedient servant,

ISAAC TOUCEY.

Chief Engineers JESSE GAY, HENRY HUNT, ELDRIDGE LAWTON,
United States Navy, Washington, D. C.

OFFICE OF ENGINEER-IN-CHIEF,
February 16, 1858.

SIR: In obedience to your order of the 1st instant to examine the proposals, models, drawings, specifications, &c., for the steam machinery for the sloop-of-war to be built at Philadelphia, and to give my opinion, in writing, which is the best adapted to the purposes intended, and my reasons for such opinion, I have the honor to state that there are four bidders for machinery for the Philadelphia ship,

and the plans and specifications which I consider best adapted to the purposes intended are those submitted by Reaney, Neafie & Co., of Philadelphia.

The engines are of the kind known as direct acting double piston rod; diameter of cylinders, 61 inches; length of stroke, 33 inches, with vertical tubular boilers, containing 294 feet of grate surface and 9,080 square feet of fire surface, the whole occupying a space of 1,199 square feet, and, by their estimate, weighing 324 tons.

I have selected these plans in preference to others of the same description on account of an advantage in the following important details:

In their designs, the air-pump pistons are actuated by a direct attachment to one of the main piston rods, and in the same line; but in the other design, which might be considered next in the order of merit, they are actuated by an arm projecting twenty-four inches from the centre of the cross-head, which would, in my opinion, throw an unequal, unbalanced, and injurious strain on the cross-head.

The connecting rods in their designs are ten inches longer than in the others, which will occasion less friction on the guides and crank pins.

These engines and boilers occupy 400 cubic feet less space, and weigh, by their estimate, twenty-four tons less than the others, and consequently will give greater capacity to carry fuel.

My impression being that the proper application of the screw as a propeller in an efficient cruising ship-of-war, is as an auxiliary to the sails and not as the prime mover, I consider the plans proposed by Reaney, Neafie & Co. as of ample power for the purposes intended, and conform more nearly than any other to the advertisements of the department.

I would respectfully suggest that, in drawing up the contract, it should be made a condition that the weight of the machinery shall not be more, and the amount of coal to be stowed in the space allotted to the machinery, boilers, and coal, shall not be less than the amount to be named in the contract, under penalty to be deducted from the final payments.

I am, very respectfully, your obedient servant,

SAMUEL ARCHBOLD,

Engineer-in-Chief, United States Navy.

HON. ISAAC TOUCEY,

Secretary of the Navy.

WASHINGTON, *February* 15, 1858.

SIR: In obedience to your order of February 1, I have examined all the drawings and specifications submitted by the several competitors for steam machinery to be constructed for the steam sloop-of-war to be built at Philadelphia, and have the honor to report my opinion thereon in their order of efficiency. The first being the most objectionable, the last embracing the greater efficiency to comply with the

requirements of the department, as advertised for November 19, 1857.

First. *Messrs. Murray & Hazlehurst*, Vulcan Works, Baltimore, propose direct acting engines, steam cylinders, sixty inches diameter, and thirty-five inches stroke. To this plan of engines there is no objection. It is simple and accessible in all parts, and occupies in the ship a small amount of space; but in the design the diameter of cylinder is too small and the stroke too long. In the application of the power of a screw engine a proportionately large diameter of cylinder and short stroke is requisite, for the reason that the power is in the area of cylinder, and a great speed is required on the crank shaft, which cannot be attained with a long stroke, however large the cylinder; therefore two engines could be constructed of equal power, each having the same capacity of cylinder; one of proportionately large diameter and short stroke, the other of smaller diameter and long stroke; and it will be found that the former will propel the ship at the greater speed. The condensers in this case, two kinds are specified: the common jet and "Pirrson's surface." The former is entirely too small, and in it a good vacuum cannot be maintained. The latter "surface condenser" I am not prepared to recommend, for the following reasons:

1. A sufficient amount of surface cannot be put into a reasonable space to condense all the steam generated by the boilers. The surface of the boiler which transmits the heat in this case is 9,000 square feet, (which is 1,400 square feet too large,) and the condenser's surface is specified at 4,400 square feet, which is far too small to condense all the steam, and hence considerable salt water would have to be used.

2. The condensed water is returned to the boilers at about 110° , and considerable power is required to work the fresh water pump.

3. Great liability to derangement, leakage of tubes, and a vitiated vacuum. The gain of using fresh water in practice will be far outweighed by the loss of vacuum and power in the pump, and loss of heat in the water returned to the boilers. The loss in using salt water is, in my opinion, less than with fresh obtained by the present "surface condenser." The framing is very objectionable for quick-working engines. The crank-shaft pillow-blocks are designed to be secured to the cylinder and condenser with diagonal wrought iron braces. The connexions cannot be kept firm, and must soon give trouble. Also, the thrust-bearing, being three bevel wheels, occupies too much space, and would not answer the purpose.

The next design in order is submitted by *Messrs. Woodruff & Beach*, of Hartford, Connecticut, and are two trunk engines, cylinders equal to 60 inches diameter, 36 inches stroke. The same objections of a proportionate diameter to stroke presents itself as in the former case, but to a greater degree, and also the same objections to the "surface condenser." The trunk engine has, in my opinion, some insuperable objections. 1st. A great surface of trunk which in its vibrations into and out of the cylinder acts as a cooling surface to the steam in the cylinder, and hence a loss of power, or fuel, and for a

ship-of-war which must necessarily be employed in the warm climates, is very objectionable on account of its keeping the engine room at an almost insupportable high temperature. 2d. The trunk pin (that which corresponds with the cross head in other engines) is limited to so small a length and diameter that it cannot work well.

The next in order of efficiency was presented by *Messrs. Reaney & Neafie* of Philadelphia, which are two direct acting engines, cylinders 61 inches diameter, and 33 inches stroke. This plan of engines is well designed for economy of space and strength of its parts and approaches nearer the requirements for speed and economy of fuel, is well proportioned for condensers. Heating and grate surface to the capacity of the cylinder. The crank shaft is designed to run in side brasses in the pillow blocks, which is in my opinion exceedingly objectionable, it being difficult to set the brasses up properly, is more liable to heat, requiring more care and even close watching, and uses more oil. The pitch of the propeller is not specified, which is an important omission. The feed pipes are copper, which are objectionable, and not admissible for a ship-of-war for the reason that galvanic action operates to destroy the parts in connexion with them, and experience has abundantly proved that they are not to be relied upon. The combined heating surface of main and auxiliary boilers is too large, main boiler 8,640 square feet, which of itself is large, and 1,440 square feet in auxiliary boilers, total 10,080 square feet. This shows that the weight of boiler is unnecessarily large, and is an objection rather than an advantage for any contingency.

The next and last plan was proposed by *Messrs. Merrick & Son*, of Philadelphia, and are two direct acting engines of same plan as those proposed by Messrs. Reaney & Neafie. Cylinder 68 inches diameter, and 33 inches stroke. These engines have the advantage of greater area of cylinder to proportion of stroke, are well proportioned for strength in all parts, and a good proportion of heating, grates, condensers, and air pump to capacity of cylinder. The condensers are much higher, which is important to condensation and vacuum; the journal surface is larger; and the crank pins are longer than any screw engine yet built, to my knowledge, this being a very important acquisition. The reversing apparatus, as shown in the drawings and specifications, has great advantages over any other competitor; it is arranged to assist the reversing with steam, in such a manner that the engines can be changed from forward to back motion in much less time than could otherwise be done, and with one man, which I consider very important, and in which the safety of the ship may at some time depend; the feed pipes are specified to be made of composition, which experience *proves* to be best and reliable. Heaters are also specified which are necessary to economy of fuel, having an adjustable cut-off valve directly on the back of the steam valve that may be regulated when the engines are in motion; having monkey-tail valves at each end of the cylinder to warm up before starting and avoid danger from water in the cylinder. Large passage ways around the engines, which could be somewhat reduced and increase the space for coal. The greater area of

steam cylinder, which will be decidedly an advantage in obtaining a higher speed when required and moderate speed with a less consumption of fuel, and it will be found that, with the same number of tons of coal, these engines will drive the ship over more miles than any other offered, and the same distances with a less amount of coal, and this fact will be the result of an increased area of cylinder, or using steam with increased expansion. The advertisement of the department calls for a storage of coal within the fifty six feet allotted to the machinery for thirteen days full steaming. This is impossible to be done with any of the engines presented. The space has been carefully measured, and also the space occupied by the engines and boilers in each case, and it is found that with Messrs. Murray & Hazlehurst's engine, 218 tons, Messrs. Woodruff & Beach, 277 tons, Messrs. Reaney & Neafie 270 tons, and Messrs. Merrick & Son 261 tons of coal can be stored, which, in each case, is less than thirteen days full steaming for each plan presented. With the quantity stored by Messrs. Merrick & Son, which is nine tons less than the next best design, it will be found that the ship will travel over a greater distance than with Messrs. Reaney & Neafie's engines, and therefore the design of Messrs. Merrick & Son comes nearer the stipulations of the department. The specified weights are not to be relied upon in either case.

Messrs. Reaney & Neafie give 324 tons.

Messrs. Merrick & Son give 348 tons,

which includes the water in the boilers. The latter is eight tons over the weight called for by the department. The weights given by Messrs. Reaney & Neafie are considerable under, while Messrs. Merrick & Son are about correct, according to my estimates, and Messrs. Reaney & Neafie's will be more increased by the extra and unnecessary weight in the auxiliary boilers. The prices given in the specifications must be considered upon the ratio of the capacity of the cylinder, the boiler power being sufficient, in each case, for each pair of engines, and will be as follows:

Price of Messrs. Reaney & Neafie's engines \$137,500

Price of Messrs. Merrick & Son's engines 140,000

Cubic capacity of Messrs. Reaney & Neafie's cylinders 111.5 cubic feet.

Cubic capacity of Messrs. Merrick & Son's cylinders 138.6 cubic feet.

Price per cubic foot of Messrs. Reaney & Neafie's engines \$1,233 18

Price per cubic foot of Messrs. Merrick & Son's engines .. 1,010 10

Excess of price of Messrs. Reaney & Neafie's engines per cubic foot \$223 08 more than that of Messrs. Merrick & Son.

With the foregoing considerations of advantages for speed, stowage for coal, and efficiency, I am of the opinion that the designs presented by Messrs. Merrick & Son are the best adapted for the sloop-of-war to be built at Philadelphia.

I am, respectfully, your obedient servant,

JESSE GAY, *Chief Engineer.*

Hon. ISAAC TOUCEY,

Secretary of the Navy.

Report of Chief Engineer Hurst on the engines for the Philadelphia ships.

WASHINGTON, D. C., February 15, 1858.

SIR: In compliance with your order of the 1st instant, I have examined the proposals, drawings, specifications, &c., for the machinery for the sloop-of-war to be built at Philadelphia, and would respectfully report as follows:

There are four bidders for the machinery, viz: Woodruff & Beach, Hartford, Murray & Hazlehurst, Baltimore, Merrick & Son, and Reaney & Neafie, Neafie & Co., Philadelphia.

Each bidder proposes machinery differing either in size or form. The plans, drawings, and specifications of each bidder were carefully examined, and all the essential parts of each engine tabulated, that their good and bad qualities could be more readily seen and compared.

From a careful examination, I am of opinion that the plans, drawings, and specifications, presented by Merrick & Sons are the best adapted for the purposes intended.

My reasons for the above conclusion are as follows:

Messrs. Woodruff & Beach present trunk engines, a kind, I think, objectionable, and would not recommend them where other kind of engines can be used.

The engines proposed by Murray & Hazlehurst have a peculiar kind of framing, which I think, somewhat experimental, and would not recommend their adoption, as it might hazard the success of the ship.

The engines proposed by Reaney, Neafie & Co., and Merrick & Son, are nearly similar in form, but the drawings of the latter are more full and perfect, showing a better arrangement of details. Merrick & Son's gives a capacity of twenty-seven cubic feet the most steam cylinder, which is an important point, and which enables them to comply more nearly with one of the conditions of the advertisement, viz: "to obtain the greatest speed and power with the most economical consumption of fuel." That can be done only by using large steam cylinders and working the steam expansively.

The boilers proposed by Merrick & Son have two hundred square feet the most heating surface, whereby a greater speed can be maintained when desired.

Their engines have 22 per cent. more journal surface than those proposed by Reaney, Neafie & Co., which is a desirable condition in all direct acting propeller engines.

By the arrangement of the engines proposed by Merrick & Son, there is more room and greater facilities for the engineers to get near and around them for examination and adjustment, when they are in operation, which in my opinion is an important point, and one of the terms of the advertisement.

Persons unacquainted with the theory of the steam engine, might suppose that the larger engines must necessarily consume more fuel than the smaller ones; but that is not the case at equal speeds of vessel; suppose the vessel driven at a certain velocity with a certain

amount of fuel per day by the smaller engines of Reaney, Neafie & Co., the same speed could be maintained as long a time and with less fuel, by the larger engines proposed by Merrick & Son.

There is one condition, however, where larger engines will consume the most fuel, that is when "full steaming," or when driven up to their maximum power, then as the larger engine will propel the vessel at a greater speed, and develop more power, they will require the most fuel.

The term "full steaming," as applied in the advertisement, I presume means, when all the fuel is consumed that *can* be burnt on the grates, and all the steam used that can be generated. Now that is a condition wherein neither of the parties can comply with the terms of the advertisement, for neither can stow fuel for thirteen days "full steaming."

Reany, Neafie & Co., by having smaller machinery can stow about 278 tons, which will last "full steaming" about $10\frac{1}{2}$ or 11 days; by Merrick & Son's arrangement they can stow about 270 tons, which will last them "full steaming" about $9\frac{1}{2}$ or 10 days.

It is a rare occurrence that a man-of-war steamer is ever under "full steaming;" they generally cruise with a regard to economy of fuel, and then the advantage of using the steam expansively will enable the larger engines propelled by Merrick & Son to propel the vessel a greater distance in the same time with 270 tons of coal, than those propelled by Reaney, Neafie & Co. could with 278 tons.

The advertisement confines the bidders to a given space in the ship, and a certain weight of machinery; they all keep within the limited space, but the estimated weight of Merrick & Son's machinery is eight tons greater than admitted by the advertisement. Although in my opinion that small excess of weight is too trifling to be any detriment to the ship, particularly when taken in consideration with the other advantages those engines possess. Yet if the department decides to confine the bidders strictly within the terms of the advertisement, it is enough to throw out their bid; and in case the department decides to do so, I would then recommend the proposals of Reany, Neafie & Co. as being the next best.

I would here state that I place no confidence in the estimated weight of machinery unless the parties making the estimates have either built similar engines, or have all the drawings in detail.

HON. ISAAC TOUCEY, *Secretary of the Navy.*

Report of Chief Engineer Lawton on the proposals for the engines of the ship to be built in Philadelphia.

OFFICE OF ENGINEER-IN-CHIEF,
Washington, February 15, 1858.

SIR: Agreeably to your order of the 1st instant I have examined the drawings, specifications, &c., for the steam machinery for the sloop-of-war to be built in Philadelphia, and respectfully beg leave to report: The plans submitted are four in number, three "double

piston rod direct acting," and one "trunk." I would not recommend the adoption of the "trunk," for these reasons, viz: the cylinders have to be of larger diameter to obtain like capacity, great friction on trunks, and radiation of heat from the same into the engine room, which detracts from the boiler power; also the difficulty of giving sufficient diameter to the trunk-pin, and of non-access to it. Besides this, it heats badly, and is not convenient to lubricate.

The plan of Messrs. Murray & Hazlehurst is objectionable, inasmuch as they introduce a peculiar kind of engine framing, which, in my opinion, will not well serve the purpose intended. There are no objections to be offered to the principles involved in the plan of Messrs. Reaney & Neafie; and in choosing between their plan and that of Messrs. Merrick & Son, I accord the preference to the latter, as having more capacity of cylinder, air-pump, and condenser. The air-pump drains the condenser better, thereby tending to improve the vacuum. The crank-shaft has more bearing surface, which will lessen the difficulty caused by the heating of the journals. The boilers proposed by the parties are all of the same design, but those of Merrick & Son have more heating surface, and greater distance is given between mainmast and smoke pipe.

In conclusion I deem it but proper to state that the total weight of machinery and water in boilers, according to the estimate of Messrs. M. & Son, will slightly exceed three hundred and forty tons, and the amount of coal that can be stowed will be about eight tons more than could be carried by the adoption of Messrs. Reaney & Neafie's plan. I will also state that, in my opinion, none of the plans will admit the carrying of thirteen days' fuel for full steaming.

I have the honor to be, sir, your most obedient servant,

ELBRIDGE LAWTON,

Chief Engineer United States Navy.

Hon. ISAAC TOUCEY,

Secretary of the Navy.

NAVY DEPARTMENT,

Bureau of Construction, Equipment, &c., March 2, 1858.

SIR: In compliance with your verbal instructions, we have carefully read the reports made by the four chief engineers appointed to examine the plans of steam machinery proposed for the propeller sloops-of-war building at the Boston and at the Philadelphia navy yards.

With regard to the offers for the ship at Boston, we find two plans are brought particularly to the notice of the department; one by Messrs. Farren, of New York, and the other by Mr. Loring, of Boston.

One of the engineers reports in favor of Messrs. Farren, without mentioning any other plan. Another engineer is also in favor of Messrs. Farren's plan, but considers that of Mr. Loring as the next best.

The other two engineers consider the merits of the two plans are

so nearly equal, that they think the price (which was not made known to any of them) should be allowed to decide the question.

We find the difference in price to be \$15,500 in favor of Mr. Loring, of Boston, it being in fact the lowest bid; and as the weight which he stipulates for the machinery is within the limit fixed, we think the contract should be awarded to him.

With respect to the plans submitted for the ship building in the Philadelphia navy yard, that proposed by the lowest bidder was for a description of engine which none of the engineers would recommend for adoption, and they only submitted to the consideration of the department that of Merrick & Son, and that of Reaney & Neafie, both of Philadelphia.

One of the engineers recommends the adoption of the plan proposed by Reaney & Neafie. Another states that he has no objections to make to Reaney & Neafie's plan, but prefers that of Merrick & Son mainly from the cylinder and condenser being of a greater capacity, and greater surface of crank-shaft journals.

A third engineer states that the two plans are nearly similar, but prefers Merrick & Son's as having greater capacity of cylinder, more room about the engine, greater journal surface, and greater heating surface, concluding with the remark that he considers their excess of weight as unimportant when compared with the advantages of their plan. But if it is decided to confine bidders strictly within the terms of the advertisement, their excess of weight is enough to throw them out, and he recommends the plan of Reaney & Neafie as the next best.

The remaining engineer states that Merrick & Son's plan is similar to that of Reaney & Neafie; that the latter is well designed for economy of space and strength, but he prefers the former as having a better proportion of area of cylinder to stroke, a more advantageous arrangement of condenser, larger journal surface, improved reversing apparatus, that it is provided with heaters, and that the feed pipes are of composition.

Against Reaney & Neafie's plan he objects to the side brasses in the pillow blocks; that a very important omission has been made by them in not giving the pitch of the propeller; that they have too much heating surface, and that they propose copper feed pipes, which he thinks inadmissible in a ship-of-war.

Upon examining the specifications it is found that Reaney & Neafie have given the pitch of the propeller, that they propose composition feed pipes and not copper, and that heaters which are approved in one plan are likewise named in the other. One of the engineers seems to object to the excess of heating surface in Reaney & Neafie's plan, and another approves of Merrick & Son's because it has the most.

The opinion of the engineers appears to be that none of the plans proposed will carry fuel for thirteen days' full steaming within the space allotted for that purpose, but that Reaney & Neafie's plan will permit of carrying the largest quantity. An examination of the specifications shows that Merrick & Son's stipulate to furnish a machinery exceeding by eight tons, and that Reaney & Neafie's proposition is for one of sixteen tons less than the limit fixed, and also that the offer of

Messrs. Reaney & Neafie is \$7,500 less than that of Messrs. Merrick & Son.

The merits of the two plans seem to be so nearly equal, that, as in the case of the machinery for the Boston ship, we think the contract should be awarded to the lowest bidder whose limit of weight is within that fixed by the advertisement.

A list of the offers is herewith enclosed.

Very respectfully, your obedient servants,

JOHN LENTHALL,
SAMUEL ARCHBOLD.

Scale of offers for steam machinery for screw propeller ship-of-war building in the Philadelphia navy yard, under advertisement of November 19, 1857.

Merrick & Son	\$145,000
Murray & Hazlehurst	138,000
Reaney & Neafie	137,500
Woodruff & Beach	126,000

Scale of offers for steam machinery for screw propeller ship-of-war building in the Boston navy yard, under advertisement of July 16, 1857.

Charles T. James, \$160,000; \$10,000 to be added for Pierson's condenser.

Dickerson & Sickles, \$155,000; \$10,000 to be added for Pierson's condenser.

Boardman, Holbrook & Co., Neptune Iron Works, \$145,000.

James M. Cross, Allaire Works, \$145,000.

J. S. Underhill, Dry Dock Iron Works, \$144,000.

R. P. Parrott, West Point Foundry, \$138,000.

Quintard & Whitney, Morgan Iron Works, \$136,900; \$6,100 to be added for silver governor, Parry's thrust, Allyn & Noyes' packing, Griffith's propeller.

James Murphy & Co., Fulton Iron Works, \$136,000.

F. H. & E. Farren, \$136,000.

Woodruff & Beach, \$130,000; \$6,000 to be added for Pierson's condenser.

Edwards & Curtis, Atlantic Works, \$125,000.

O. W. Bailey, Loco Works, Boston, \$118,000.

Loring & Coney, \$114,400.

NAVY DEPARTMENT

Bureau of Construction, &c., April 13, 1858.

GENTLEMEN: A contract and specifications for the machinery of the steamer "Lancaster," in accordance with your proposition to the de-

partment, has this day been forwarded to the navy agent at Philadelphia for execution, which you will please have promptly done, with good and sufficient sureties, equal in amount to the face of the contract, that it may be returned with as little delay as practicable. The specifications must be signed by you.

Respectfully, your obedient servant,

JOHN LENTHALL,
Chief of the Bureau.

Messrs. REANEY, NEAFIE & Co.,
Pen. Iron Works, Kensington, Philadelphia.

Papers relating to the contracts for the steam machinery for the screw propeller sloops-of-war building at the navy yards at Portsmouth, New Hampshire, Boston, New York, Philadelphia, Gosport, and Pensacola, under advertisement of the department, dated July 26, 1858.

Steam machinery for screw propeller sloops-of-war at the United States navy yards at Portsmouth, New Hampshire, Boston, New York, Philadelphia, Gosport, and Pensacola.

NAVY DEPARTMENT, July 26, 1858.

Sealed proposals, endorsed "*Proposals for steam machinery for screw propeller sloops-of-war,*" will be received at this department until 3 o'clock, p. m. of the 8th of September next, for the complete construction of the steam machinery and appendages, and placing the same on board, for each of the screw sloops-of-war building at the United States navy yards at Portsmouth, New Hampshire, New York, Philadelphia, and Gosport, in accordance with the following conditions:

The offers must be for a specific sum for putting the whole in successful operation, must include all patent fees, and the department will require a release from the proprietors of any patented article or arrangements used in or about the machinery, and must state the time in which the work will be completed, and must be accompanied by the usual guarantee required by law.

The name of the establishment in which the work is to be executed must be stated. The details of the design and arrangement of the machinery will be left with the party whose proposition may be accepted as combining the greatest number of advantages, keeping in view cost, simplicity of construction, readiness of access for adjustment when in operation, and not being subject to derangement in the working parts; it being the object of the department to procure machinery which can develop great power when required so as to insure high speed for as many days as possible, while, at the same time, they will be able to propel the vessel at a moderate speed with great economy of fuel, so that long voyages may be performed with one supply of coal.

With this view, the department will expect the bidders to guaranty the results proposed to be accomplished by their plans, and to specify those results under the following heads:

1. The amount of horse-power which the engines and boilers will be able to develop for five days consecutively when driven up to their highest capacity, to be measured on board the vessel by the indicator, at the rate of 33,000 pounds lifted one foot high in a minute, and to

be not less than 1,000 horse-power, and at least 80 revolutions per minute.

The consumption of coals per horse-power per hour must be stated. The pressure, in pounds, per square inch on the piston necessary to work the engines at the above velocity, the screw being disconnected and the engines without a load, except the line of shafting, must not exceed $2\frac{1}{2}$ pounds per square inch of piston by indicator diagram.

2. The quantity of coal which can be stowed in the ship without exceeding the total weight of 406 tons for machinery, appendages, boilers and water in them, bunkers, tools, square pieces, and coal within the length occupied by the engines and boilers. The boilers to be of iron of the multitubular kind, with brass tubes and with telescopic smoke pipe, and, as it is intended to use fresh water in the boilers, a surface condenser of the most approved kind will be required.

The propeller, with the connexions for hoisting it, will be of composition, to be properly proportioned for at least eighty revolutions per minute, and for the immersed amidship section of the vessel.

The pumps, apparatus for ventilating, and appurtenances of all kinds necessary for the perfect working of the whole to be of the most approved kinds.

The coal bunkers, shaft passage, two athwartship iron bulk heads, a distilling apparatus for fresh water, from which can be made not less than 500 gallons per day, and the tools and duplicate pieces necessary and satisfactory for an efficient cruising steam sloop-of-war, must be included in the proposition, and a list of them must be furnished.

The wood and carpenter work, except the boring out the dead work for the shaft, necessary to adapt the vessel for the reception of the machinery, boilers, and appendages, will be provided at the expense of the Navy Department, and it will permit the use of such facilities as it may have for hoisting the heavy machinery on board.

For the accommodation of the entire steam machinery and the fuel there will be allowed in the body of the ship the entire space under the spar deck, commencing at 15 feet abaft the mainmast, and thence extending forward a distance of fifty feet. Within this space it is expected to carry coal for five days' steaming, at the maximum speed.

In the specifications the daily consumption of fuel will be stated; also the weight of the machinery, coal, boilers, water in them, shaft, propeller and appendages, with tools and spare work, all of which must not exceed 406 tons of 2,240 pounds.

The distance from the after side of the mainmast to the after side of the forward stern post will be about eighty feet, and the distance between the forward and the after stern posts will be seven feet. The depth from the load water line to the top of the keel, under the propeller, will be 12 feet 1 inch.

The proposal must be accompanied by full specifications and general drawings, having the position of the centre of gravity of the machinery, boilers, &c., marked on them, giving also the capacity of the steam cylinders, pressure of steam, area of foot and delivery valves, and of air pump and outboard delivery valves, space for steam above the

water line of the boilers, the fire and grate surface, also the diameter, pitch, surface, and kind of propeller and other principal points, that comparisons can readily be made.

The terms of payment will be that, when one-half of the materials and labor provided for in the contract shall have been completed to the satisfaction of the department, there will be made a payment of one-third part of the whole amount of the contract. When the whole shall have been completed and ready for erection in the ship, a further payment of one-sixth will be made; and when a satisfactory trial of seven consecutive days shall have been made, then a further payment of one-sixth; and when the ship shall have performed satisfactorily at sea for a period of three months, the remaining sum shall be paid. The repairs necessary during this period from defective workmanship or materials will be at the expense of the contractor.

It is to be understood that if the weight and other conditions specified in the contract be not complied with, the department is to be at liberty to reject the whole machinery, the contractor to be at the expense of taking it out of the ship and to refund whatever amount of the contract price may have been paid.

Proposals will also be received at the same time and place for the steam machinery and appendages, and placing the same on board each of the screw sloops-of-war building at the navy yards at Boston, Philadelphia, and Pensacola, under the specifications and conditions above stated, with variations in the following particulars, viz:

1. Horse power 750, at, at least 80 revolutions per minute.
2. The total weight for machinery, appendages, boilers and water in them, bunkers, tools, spare pieces, and coal must not exceed 310 tons of 2,240 pounds each. The length occupied by the engines and boilers will commence 14 feet abaft the mainmast, and thence extend forward a distance of 46 feet.

The distance from the after-side of the mainmast to the after-side of the forward stern post will be about 75 feet. The depth from the load water line to the top of the keel under the propeller will be nine feet two inches.

Steam engine manufacturers who desire to bid can obtain a copy of the section of any one of the vessels upon making application to the department.

ISAAC TOUCEY,
Secretary of the Navy.

SOUTHWARK FOUNDRY, PHILADELPHIA,
September 7, 1858.

SIR: In accordance with the terms of your advertisement dated July 26, respecting the "machinery for sloops-of-war," we offer to construct at our establishment and put on board the sloop-of-war of 13 feet draft, building at the Philadelphia navy yard, the machinery described in the following specifications, for the sum of one hundred

and two thousand dollars, (\$102,000.) To be completed in three months after the launch of the vessel.

Respectfully,

MERRICK & SONS.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

Such parts as are required to be put on the vessel before launching to be duly completed so as to cause no delay.

SIR: The undersigned, guaranty that if the contract for steam machinery for screw propeller sloop-of-war building at the port of Philadelphia, be awarded to Messrs. Merrick & Sons, those gentlemen will execute when desired, a contract for the same with the security required.

Very respectfully, your obedient servants,

JOHN C. CRESSON,
F. FRALEY.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

UNITED STATES ATTORNEY'S OFFICE,
Philadelphia, September 5, 1858.

I certify that John C. Cresson and Frederick Fraley, are sufficient sureties in the sum of seventy-five thousand dollars.

JAMES C. VAN DYKE.
Attorney for United States, Eastern District of Pennsylvania.

HARTFORD, CONNECTICUT,
September 6, 1858.

The undersigned hereby agree to build all the steam machinery and appendages according to the drawings and specifications herewith, and to have it completed and ready to be placed on board a screw propeller sloop-of-war, now building at the United States navy yard, Portsmouth, New Hampshire, in six months from the date of contract, and the whole to be entirely satisfactory to the department, for the sum of (\$125,000) one hundred and twenty-five thousand dollars.

This proposition is intended to cover everything complete; to make the engines, boilers, and their appendages perfect of themselves, and the price to cover all patent fees. The usual facilities to be allowed by the government in fitting all the wood work, and in the hoisting on board the heavy pieces.

WOODRUFF & BEACH.

HARTFORD, CONNECTICUT,
September 8, 1858.

SIR: The drawings, specifications, and proposals, which we as bidders for the steam machinery of the new sloops-of-war, forwarded to the department, were made with special reference to the ships to be built at the Boston and Portsmouth yards; but with slight alterations they can readily be adapted to those to be built at the other yards, and if consistent with the rules of the department, we would like to have our propositions considered as applying to any of the ships about to be built.

In the hope of a favorable consideration of our request, we are, with much respect, your most obedient servants,

WOODRUFF & BEACH.

Hon. ISAAC TOUCEY,
Secretary United States Navy, Washington.

BOSTON, September 7, 1858.

SIR: We have the honor to submit for your consideration the proposal, plans, and specifications of the entire steam machinery for the United States steam sloops-of-war now building at Boston and Pensacola, agreeably to the advertisement issued by the department; the whole to be put in successful operation within six months from the date of contract, providing the ship is ready to receive the machinery, for the sum of (for the Boston ship) one hundred and four thousand dollars, (\$104,000;) for the Pensacola ship, one hundred and fifteen thousand dollars, (\$115,000.)

All the materials used in the construction of the machinery to be of the very best quality, and the workmanship not to be surpassed.

Sureties as required by law: Jonathan Ellis, Francis Alger, William E. Coffin & Co., all of Boston.

Respectfully yours,

O. W. BAYLY,
*Principal Mechanical Department,
Boston Locomotive Works, Boston, Massachusetts.*

Hon. ISAAC TOUCEY,
Secretary of the Navy.

ALLAIRE WORKS,
New York, September 7, 1858.

SIR: The Allaire works will agree to build and set up on board a sloop-of-war, in the port at New York, a pair of horizontal, four piston rod steeple engines, with propeller, boilers, fresh water condenser and all other appendages, and set the whole in successful operation in accordance with the specifications submitted by the United States Navy

Department, and bearing date of July 26, 1858, for the sum of one hundred and five thousand dollars, (\$105,000.) Also, agree to build the same size and description of engines and place the same on board of either sloop-of-war, now building at the United States navy yards at Portsmouth, New Hampshire, or Philadelphia, all to be in accordance with the requirements of the above named specifications for the sum of one hundred and ten thousand dollars, (\$110,000.) Also, agree to build the same style of engines capable of developing 750 horses power, and place the same, and put in successful operation on board of either sloop-of-war, being built at the United States navy yards, at Boston or Philadelphia, and in all respects fulfilling the requirements of the specifications submitted, for the sum of ninety-seven thousand dollars, (\$97,000.)

JAMES M. CROSS, *President.*

Hon. ISAAC TOUCEY,

Secretary of the Navy, Washington, D. C.

NEW YORK, *September 7, 1858.*

I know the "Allaire works," and believe they will execute either or all of the contracts which they herein propose to enter into with the United States government, and that their ability to perform the same is unquestionable.

JOHN J. CISCO,

Assistant Treasurer United States at New York.

NEW YORK, *September 7, 1858.*

The undersigned hereby propose to construct and place on board, and put in successful operation, the engines, boilers, and their appurtenances, for the steam sloops-of-war now or about to be placed under construction at the navy yards at Portsmouth, New Hampshire, Boston, New York, Philadelphia, Gosport, and Pensacola, agreeably to the advertisement of the Navy Department of July 26th, 1858, and in conformity with the drawings and specifications herewith attached:

Large sloop at New York for the sum of one hundred thirty-seven thousand five hundred dollars, (\$137,500,) completed in six (6) months from date of contract; large sloop at Philadelphia, one hundred forty-one thousand dollars, (\$141,000,) completed in seven (7) months; large sloop at Gosport, one hundred forty-two thousand dollars, (\$142,000,) completed in seven (7) months; large sloop at Portsmouth, New Hampshire, one hundred forty-three thousand dollars, (\$143,000,) completed in seven (7) months; small sloop at Boston, one hundred ten thousand dollars, (\$110,000,) completed in seven (7) months; small sloop at Philadelphia, one hundred ten thousand dollars, (\$110,000,) completed in six months; and small sloop at Pensacola, one hundred twenty thousand dollars, (\$120,000,) and will make a deduction on the last named bid of ten thousand dollars, (\$10,000,) if brought to

New York, and five thousand dollars, (\$5,000,) if at Gosport, for the machinery, completed in ten, (10,) six, (6,) and seven (7) months, respectively.

Yours, respectfully,

QUINTARD & WHITNEY,
Per MIERS CORYELL.

HON. ISAAC TOUCEY,
Secretary United States Navy.

We, the undersigned, residents of the city of New York, in the State of New York, do hereby jointly and severally covenant with the United States and agree, in case the foregoing bid of Messrs. Quintard & Whitney (proprietors of the "Morgan iron works" in this city) be accepted, that they will, within ten days after the acceptance of said bid, execute the contract for the same, with good and sufficient sureties, to furnish all the material and perform all the labor proposed, in conformity with the terms of the advertisement under which it was made.

HENRY R. MORGAN.
J. C. HARRIS.

HON. ISAAC TOUCEY,
Secretary of the United States Navy.

NEW YORK, *September 7, 1858.*

I certify that Henry R. Morgan and Isaac C. Harris, the above named guarantors, are, to the best of my knowledge, good and sufficient.

AUGUSTUS SCHELL,
Collector of Customs for the district of New York.

BALTIMORE, *September 7, 1858.*

I propose to make at my engine works, in Baltimore, the engines, boilers, and machinery for the sloop-of-war now building at Gospetd navy yard. Engines to be of eleven hundred horse power, measured by the indicator, at the rate of 33,000 pounds lifted one foot high per minute, with a consumption of $2\frac{3}{4}$ pounds of coal per horse power per hour; coal bunkers to hold 175 tons, which, together with all the machinery, water in boilers, tools, spare pieces, &c., shall not exceed the total weight of 400 tons.

I propose to furnish the above machinery according to the accompanying plans and specification, complete in ten months, for the sum of ninety-four thousand dollars.

Satisfactory guarantee or security will be furnished.

C. REEDER.

OFFICE OF JAMES MURPHY & Co.'s FULTON IRON WORKS,
New York, September 7, 1858.

DEAR SIR: We propose to construct the steam machinery and appendages, all complete in every respect, as per advertisement, Navy Department, July 26, 1858, "Proposals for steam machinery for screw propeller sloops-of-war," and as per plans, drawings, and specifications enclosed:

For the sloop-of-war at New York, (\$130,000) one hundred and thirty thousand dollars.

For the sloop-of-war at Portsmouth, New Hampshire, (\$135,000,) one hundred and thirty-five thousand dollars.

For the sloop-of-war at Boston, Massachusetts, (\$107,000,) one hundred and seven thousand dollars.

For the sloop-of-war at Pensacola, (\$127,000,) one hundred and twenty-seven thousand dollars.

Time to complete New York ship, seven months from commencement of contract. Time to complete Portsmouth ship, eight months from date of contract when signed. Time to complete Boston ship, seven months from commencement of contract when signed. Time to complete Pensacola ship, twelve months from commencement of contract when signed.

We offer for sureties James D. Spackman, New York, and John Greacen, jr.

Truly and respectfully yours, &c.,

JAMES MURPHY & CO.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

WASHINGTON, *September 8, 1858.*

SIR: With this I submit drawings and a specification, under which I would agree to furnish one or more of the engines for screw-propeller sloop-of-war, under your advertisement of July 26, 1858.

The machinery will be constructed at the West Point foundry, conducted for some years by myself, and formerly by Mr. G. Kemble, and at which the engines of the United States steamers Missouri and Merrimack were built. In regard to the very stringent terms required and the mode of payment, I should understand that the contract will provide for some modification of the latter in case of delays in the building, launching, or sending the vessel to sea, beyond the specified terms, provided such delay arises from no want of forwardness on my part. I would agree to furnish the machinery for the sloop-of-war building at Portsmouth, New Hampshire, in *eight months* from the execution of the contract for one hundred and thirty-six thousand dollars, and also the machinery for the sloop-of-war building at New York for one hundred and thirty thousand dollars in the same time.

Referring to the specifications and drawings as generally applicable, with proportionate reduction of the parts, to the second class of vessels embraced in your advertisement, I would agree to furnish the machinery for the sloop-of-war building at Pensacola in eight months from the execution of the contract for one hundred and eighteen thousand dollars. In each case I understand the time to be that in which I am to fulfil completely my part of the contract, not being delayed as above stated. Having an establishment well known to be complete in all the departments of casting, forging, and finishing machinery to a much greater amount in the time specified than embraced in my offers, I am further enabled to say that I could name even a shorter time, but from the delays unavoidable from putting on board and transacting work of this description, particularly during the approaching winter, but it will be my endeavor to hasten the time as much as possible.

The drawings, not being quite prepared when I left home, have been sent to me by express, and I regret to find, on receiving them this morning, that the position of the centre of gravity has not been marked. As this, however, can be supplied on my return, and in fact is a result from what is fully decided, I trust that the accidental omission of it will not be deemed material.

With great respect, I am sir, &c.,

R. P. PARROTT.

Hon. ISAAC TOUCY.

We the undersigned, Gouverneur Kemble, of Cold Spring, New York, and William Kemble, of the city of New York, do hereby guaranty that, if the proposal of Robert P. Parrott for supplying the engines of certain screw steam sloops-of-war, in accordance with advertisement of July 26, 1858, the bids of which are to be received on or before the 8th day of September, 1858, shall be accepted, that the said Robert P. Parrott will enter into the requisite contracts for the same, and that we will become sureties for the faithful performance of the said contracts.

Given under our hands and seals this sixth day of September, 1858.

GOUV. KEMBLE. [SEAL.]

WM. KEMBLE. [SEAL.]

I hereby certify that the above named Gouverneur Kemble and William Kemble are known to me, and that I consider them responsible and sufficient for the above undertaking.

A. SCHELL,

Collector of Customs for the District of New York.

NEW YORK, *September 6, 1858.*

COLD SPRING, *September 10, 1858.*

SIR: I will now ask leave to supply the accidental omission of the "*position of the centre of gravity*" on the drawing submitted with my

proposal of the 8th instant, and to state that it comes *in the centre line of the forward engine*.

I have already, in my proposal, explained the inadvertent omission of it in the drawing, and I trust you will find it satisfactorily explained.

Asking to have this communication accompany my proposal,

I am, sir, with great respect, your obedient servant,

R. P. PARROTT.

Hon. ISAAC TOUCEY,

Secretary of the Navy.

WASHINGTON CITY, *October 14, 1858.*

SIR: I propose to modify my proposition for the engines and boilers for the Norfolk ship, and request that you will have the same referred to the board composed of Chief Engineers Hurst, Whipple, and Everett, for their consideration, so that they may be able to report to you on the advantages and general merits of my engines and boilers over the other direct acting engines, as follows:

My engines to be 260-inch cylinders and three feet stroke, geared $2\frac{1}{2}$ to one propeller, to make ninety revolutions per minute. Engines, all complete, not to occupy over twenty feet across the ship, and be below the water line. Boilers the same dimension as boilers for the Pensacola, 17 feet wide, $10\frac{1}{2}$ long, and $10\frac{1}{2}$ high, with horizontal tubes; boilers made to carry fifty pounds of steam. My condensers to have over four thousand feet of surface, and insure as good a result as any condenser now recommended for the other ships of this class. I also propose to put the above engines and boilers all complete, with 220 tons, within the fifty feet allowed in the advertisement.

I am, with great respect, your obedient servant,

EDWARD LYNCH.

Hon. ISAAC TOUCEY,

Secretary of the Navy.

WASHINGTON, *September 21, 1858.*

DEAR SIR: I am sorry to trouble you with more writing, but as I have not said any thing about the size of the drums in the specification and now having included them in the estimate, I thought it best to state that we will supply steam drums, one upon each boiler of such a capacity that the steam room in the whole six boilers will be equal to fifteen times the capacity of the two cylinders; the said drums to be made of three-eighth ($\frac{3}{8}$) iron in the lower and head sheets and five-sixteenths ($\frac{5}{16}$) in the body.

Yours, obediently,

FREDERICK SANDERS.

SAMUEL ARCHBOLD, Esq.

OFFICE OF DELAMATER IRON WORKS,
Foot of West Thirteenth street, New York, August 27, 1858.

SIR: With the intention of offering to construct the machinery and propellers for the several sloops-of-war, agreeable to the advertisements of the department, I have made careful computation of weight and space, and find that the stipulated 1,000 horse power cannot be produced without exceeding the limits prescribed by the department. Under these circumstances, I respectfully beg to be informed if you will permit any increase of weight and space; and if so, to what extent.

I deem it proper to accompany my request with the following brief statement: The one thousand horse power which you demand, being the net dynamic force of piston after deducting losses by condensation, imperfect vacuum, clearances, &c., the smallest possible consumption of fuel will be $2\frac{3}{4}$ pounds per horse power in the hour. Accordingly, the stipulated 120 hours, running at maximum speed, will demand $2,750 \text{ lbs.} \times 120 = 333,000 \text{ lbs.}$, to which must be added at least five per cent. by dust, &c.; so that $\frac{341,500}{2240} = 152\frac{1}{2}$ tons will have to be deducted from the stipulated 400 tons, leaving only $247\frac{1}{2}$ tons for boilers, fresh water condensers, engines, propeller, unshipping gear, iron bulkheads, and the numerous other items specified in the advertisements.

A close estimate of everything *not* forming a part of the engines exhibits an amount so inconsiderable that the balance left for the motive power is utterly inadequate.

Permit me respectfully to say that those who, by long experience, are thoroughly conversant with the subject will know that the stipulations of the department can only be complied with by stinting every substance, and resorting to proportions in the construction of the machinery incompatible with durability and safety.

I am, sir, very respectfully, your obedient servant,

C. H. DELAMATER.

HON. ISAAC TOUCEY,
Secretary of the Navy, Washington.

NAVY DEPARTMENT,
August 28, 1858.

SIR: I have received your communication of the 27th instant, and have to inform you in reply that the weight specified in the advertisement for machinery for the new sloops will not be deviated from.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

C. H. DELAMATER, Esq.,
Delamater Iron Works, New York.

ATLANTIC WORKS, EAST BOSTON,
September 1, 1858.

SIR: As the Atlantic works intend to make proposals to build some of the engines for the screw sloops-of-war, pursuant to the advertisement of July 26, 1858, we would respectfully ask for information in regard to the following queries:

Will such competitors, as choose, be permitted to be present at the opening of the proposals, and to examine each others plans, or to know each others prices?

Will each competitor be permitted to appear before the examining commission and explain his plans if they desire to do so?

Very respectfully,

ATLANTIC WORKS.
By WM. C. HIBBARD, *Engineer*.

HON. ISAAC TOUCEY,
Secretary of the Navy, Washington, D. C.

NAVY DEPARTMENT,
September 6, 1858.

SIR: Your letter of the 1st instant has been received, and I have to inform you that the department is obliged to answer the questions of the Atlantic works therein presented negatively.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Mr. WM. C. HIBBARD, Eng'r,
Atlantic Works, East Boston, Massachusetts.

[The bidders were subsequently permitted to appear before the examiners and explain their plans.]

PHILADELPHIA, September 13, 1858.

DEAR SIR: I venture to suggest to you the importance of awarding the contracts for the machinery of the sloop now building at the navy yard at this time, and, if it can be done without prejudice to the public service, to Merrick & Sons. Their's is the only establishment in the first district which employs a large number of mechanics, at this time 390, when in full work, 450.

The managing partners (Mr. M., sr., being absent in bad health) are full of energy, straining every nerve to keep their force during this depression, and, in so far as I know, the only old whigs of any influence in that district who are in favor of the re-election of Colonel Florence.

I know, from former experience, the value of that influence, and

feel persuaded that it is the interest of the democratic party to increase it.

The first district will, I hope, be carried in any event, but with that shop at work, full handed, two weeks prior to the election, the result would, I think, be placed beyond all doubt.

With much respect,

W. C. PATTERSON.

The PRESIDENT.

Endorsement.

The enclosed letter from Colonel Patterson, of Philadelphia, is submitted to the attention of the Secretary of the Navy.

J. B.

SEPTEMBER 15, 1858.

NAVY DEPARTMENT, *September 20, 1858.*

GENTLEMEN: You are hereby appointed to examine the proposals, specifications, and drawings which have been received at the department under its advertisement of July 26, 1858, for steam machinery for the propeller sloops-of-war building at Portsmouth, New Hampshire, Boston, New York, Philadelphia, Gosport, and Pensacola.

After examination, each of you will report to the department, individually, in writing, which, in your opinion, are the best adapted to the purposes for which they were respectively submitted, under the advertisement referred to, and, under all the circumstances, should be adopted by the department. You will also be pleased to give your reasons for such opinion.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

SAMUEL ARCHBOLD,

Engineer-in-Chief, U. S. Navy.

W. W. W. WOOD,

HENRY HUNT,

DANIEL B. MARTIN,

Chief Engineers, U. S. Navy, Washington, D. C.

OFFICE OF ENGINEER-IN-CHIEF,

Washington, September 24, 1858.

SIR: In compliance with your order of the 20th instant "to examine the proposals, specifications, and drawings received by the department under its advertisement of July 26, 1858, for steam machinery for propeller sloops-of-war building at Portsmouth, New Hampshire, Boston, New York, Philadelphia, Gosport, and Pensacola," I have the honor to report that the accompanying table shows the names of

the several bidders, the ships bid for, cost, and time required for construction.

I am of the opinion that the engines, &c., proposed by the following bidders are (with some slight modifications) the best adapted under all the circumstances of simplicity of arrangements, cost, time, and professional standing of the firms to the purposes for which they were respectively submitted under the advertisement referred to:

James Murphy & Co., the ship at New York, \$130,000, 7 months.

Morgan Iron Works, the ship at Boston, \$110,000, 7 months.

Woodruff & Beach, the ship at Portsmouth, New Hampshire, \$125,000, 6 months.

Boston Locomotive Works, the ship at Pensacola, \$115,000, 6 months, after launch.

Merrick & Sons, the ship at Philadelphia, \$102,000, 3 months.

Charles Reeder, the ship at Norfolk, \$94,000, 10 months.

Upon inspection of the table it will be seen that there are six bidders for the steam machinery for the small sloop building at Philadelphia, but only one of the parties (Mr. William Norris, of Philadelphia,) appears to have had the midship section, plans, and views of the vessel, and the other five bidders, it is to be presumed, were not advised that this vessel would be furnished with two propellers.

I would respectfully suggest that the others be furnished with the drawing of midship section, diameter, and number of propellers, quantity of power, &c., required by the projector of the vessel, so that they may bid with a full knowledge of the requirements of the department in reference to this particular ship. This course seems to me judicious, as, in my opinion, the plans presented by Mr. Norris could not develop, at sea, the amount of power (1100 horses) required by the projector of the vessel, on account of a defective arrangement of surface condensers. It may be added that Mr. Norris does not give the name of the establishment at which the work is to be executed, as required by the advertisement.

I have selected the above bidders on account of the excellence of their general plans, their character as engineers and mechanics, at the same time keeping in view the lowest average cost to the government. It is due to Messrs. Reaney, Neafie & Co. for me to state that their plans are unobjectionable, and I have not recommended their adoption solely on account of the high cost.

I am, respectfully, your obedient servant,

SAML. ARCHBOLD.

Hon. ISAAC TOUCEY,

Secretary of the Navy.

Steam machinery for screw propeller sloops-of-war.

Name of establishment proposing.	Pensacola, (small.)	Norfolk.	Philadelphia, (large.)	Philadelphia, (small)	New York.	Boston, (small.)	Kittery.	
James Murphy & Co., New York.....	\$127,000 time. 12 mos.	.....	.....	.....	\$130,000 time, 7 mos.	\$107,000 time, 7 mos.	\$135,000 time, 8 mos.	Messrs. Archbold, Martin, and Wood, New York ship; Mr. Hunt, Boston ship.
Morgan Iron Works, New York.....	120,000 10 months.	\$142,000 7 months.	\$141,000 6 months.	\$110,000 7 months.	137,000 6 months.	110,000 7 months.	143,000 7 months.	Mr. Archbold, Boston ship; Messrs. Martin and Wood, Pensacola ship.
Novelty Iron Works, New York.....	.....	100,000 11 months.	98,500 10 months.	.....	97,000 9 months.	.....	98,500 11 months.	Mr. Hunt, New York ship.
Allaire Works, New York.....	.....	.....	.....	.....	105,000	97,000	110,000	No time.
West Point Foundry, New York.....	118,000 8 months.	.....	.....	.....	130,000 8 months.	.....	136,000 8 months.	
Reaney, Neafie & Co., Philadelphia....	153,000 8 months.	152,000 6 months.	145,500 5 months.	135,000 5 months.	.....	.....	.....	
Merrick & Sons, Philadelphia.....	.....	.....	102,000 3 months after launching.	.....	.....	.....	.....	Messrs. Archbold, Martin, Wood, and Hunt, Philadelphia ship.
Wm. Norris, Philadelphia.....	.....	.....	.....	126,000	.....	.....	.....	No time.
Murray & Hazlehurst, Baltimore.....	100,000 10 months.	115,000 10 months.	110,000 10 months.	90,000 10 months.	.....	.....	.....	
C. Reeder, Baltimore.....	.....	94,000 10 months.	.....	.....	.....	.....	.....	Messrs. Archbold and Hunt, Norfolk ship.
Boston Locomotive Works, Boston.....	115,000 6 months.	.....	.....	.....	.....	104,000 6 months.	.....	Mr. Archbold, Pensacola ship; Messrs. Martin and Wood, Boston ship; Mr. Hunt, Pensacola ship.
Atlantic Works, East Boston.....	.....	.....	.....	.....	.....	100,000 7 months.	.....	
Edward Lynch.....	.....	127,000 3 months after launching.	.....	.....	127,000 3 months after launching.	.....	130,000 3 months after launching.	
Woodruff & Beach, Hartford, Con.....	118,000 6 months.	125,000 6 months.	125,000 6 months.	118,000 6 months.	125,000 6 months.	118,000 6 months.	125,000 6 months.	Messrs. Archbold, Martin, Wood, and Hunt, Portsmouth, N. H., ship.

OFFICE OF ENGINEER-IN-CHIEF, U. S. N.,
Washington, D. C., September 24, 1858.

SIR: In obedience to your order of 20th instant, to examine the proposals, specifications, and drawings which have been received at the department, under its advertisement of July 26, 1858, for steam machinery for propeller sloops-of-war, and, after examination, to report which in my opinion, are the best adapted to the purposes for which they were respectively submitted, under the advertisement referred to, and, under all the circumstances should be adopted by the department, and reasons for each opinion.

I have the honor to report that, after critical examination of all the plans and specifications submitted, and personal interviews with the persons submitting them relative to such points as were not sufficiently explicit, I have arrived at the following conclusions:

There were, altogether, fourteen proposals from different persons received. By reference to the tabulated statement submitted by the engineer-in-chief, the name of the person proposing, ship, price, and time required for fulfilment of contract will be seen.

Of all the plans proposed, the following are, in my opinion, best adapted to the purposes for which they were respectively submitted:

Those of James Murphy & Co., New York; Reaney, Neafie & Co., Philadelphia; Merrick & Sons, Philadelphia; Morgan Iron Works, New York; Boston Locomotive Works, Boston; Woodruff & Beach, Hartford, Connecticut.

The plans proposed by the above being, in my opinion, the most preferable of all that were offered, and being from responsible firms of known character and reputation, and well endorsed as to guaranty their ability to execute the work in the time specified and proposed by them severally, it only remains for me to mention such of them for the execution of the contracts under consideration as would best secure, under all the circumstances, the views of the department under its advertisement, viz:

For New York ship, James Murphy & Co., New York. For Boston ship, Boston Locomotive Works. For Portsmouth, New Hampshire, ship, Woodruff & Beach. For Philadelphia ship, (large,) Merrick & Sons. For Norfolk ship, Reaney, Neafie & Co., Philadelphia, with modification in price. For Pensacola, Morgan Iron Works.

In reference to the ship being constructed at Philadelphia, (classed as the small ship,) the lowest bidder is the Morgan Iron Works of those recommended, but the plans in no respect conform to the requirements of the vessel. It remains for me merely to mention, the plan proposed for this ship by W. Norris, of Philadelphia, approved by the constructor, Mr. Griffiths, is the only one suited to the ship that has been offered, and leaves no choice in the selection of machinery for that ship of all the plans proposed.

The reasons which have influenced me in arriving at these results are, in selecting the plans recommended, simplicity in arrangement and detail, facility of access and effecting repairs, giving in contrast to all the plans submitted, the *largest amount of heating surface in boilers,*

and capacity of steam cylinders to develop the power required with minimum pressures of steam.

It is due to Messrs. Reany, Neafie & Co., of Philadelphia, to state, the plans submitted by them embraced in a most eminent degree all the advantages of construction, comprising, in general arrangement, simplicity, compactness, and perfectness of detail incident to long experience and successful practice in building and designing screw propeller machinery, and I recommend their plan to the favorable consideration of the Hon. Secretary of the Navy for the Norfolk ship, provided with such modifications in price as may, in the opinion of the Hon. Secretary of the Navy, conform to his views.

I am, respectfully, your obedient servant,

WM. W. W. WOOD,
Chief Engineer United States Navy.

HON. ISAAC TOUCEY,
Secretary of the Navy, Washington, D. C.

OFFICE OF ENGINEER-IN-CHIEF,
Washington, September 24, 1858.

SIR: In compliance with your order of the 20th instant, "for an examination of the bids, drawings, plans, and specifications for the steam machinery for the new sloops-of-war, as advertised for by the department, July 26, 1858," I would hereby state that I have, in connexion with Engineer-in-Chief Archbold and Chief Engineers Wood and Martin, made a careful examination, and would respectfully report as follows, viz:

I would recommend accepting the proposals of bidders for the respective ships, as follows, viz:

James Murphy & Co., Boston ship, \$107,000; time, 7 months.

Woodruff & Beach, Portsmouth ship, \$125,000; time, 6 months.

Novelty Works, New York ship, \$97,000; time, 9 months.

Merrick & Sons, Philadelphia ship, \$102,000; time, 3 months after launching.

Charles Reeder, New York ship, \$94,000; time, 10 months.

Boston Locomotive Works, Pensacola ship, \$115,000; time, 6 months.

The following are my reasons for the above recommendations, viz:

James Murphy & Co. offer good engines and boilers, have a good reputation as steam engine manufacturers, and are the lowest bidders for that ship, whose plans are admissible, excepting two, whose proposals I have recommended for other ships.

Woodruff & Beach offer good machinery and boilers. They have a new arrangement for working the pumps, which I believe is an improvement, and will operate well. They are also the lowest bidders for *that* ship, excepting two, the plans of one of which I would not recommend, and to the other I have recommended another ship.

The Novelty Iron Works propose machinery, to which I can see no

reasonable objection. Their bid is the lowest offered. Their establishment has ever bore a high reputation, having built more machinery for sea steamers than any other in the United States. I presume many engineers would object to the smallness of their cylinders, which will necessarily require a higher pressure of steam to develop the power required; but as that merely requires a stronger boiler, which I presume they intended to make, and as it gives lighter engines, I can see no objection, particularly as I believe it is a condition to which all engineers will eventually come, in planning machinery for screw propellers, where surface condensers are used. There is no boiler offered that will not require bracing, and they have only to put in a greater number or stronger braces to stand the pressure required.

Merrick & Sons offer good machinery and boilers. They present direct acting engines, which I presume no engineer will deny are the simplest and best, where they can be arranged in a ship. Their reputation as builders is good, and they are the lowest bidders, excepting the Novelty Works, to whom you will perceive I have recommended the New York ship.

Charles Reeder, of Baltimore, offers direct acting engines also, which, as I have said by those offered by Messrs. Merrick & Son, I believe them the simplest and best that can be adopted; he also proposes a new way of condensing or circulating the cold water, by a water fan driven by an independent motion, using a small engine, which, in my opinion, has many advantages over a circulating pump driven by the main engines. His boilers are cylindrical, with horizontal tubes; they are very strong in form, and will no doubt generate enough steam, but I think if he would modify them so as to have but one tier of furnaces, they would fire easier.

The Boston Locomotive Works offer good engines and boilers *very similar to those* offered by Jas. Murphy & Co. It is believed a very creditable and responsible establishment; and it is the lowest bid for that ship, whose plans are, in my opinion, admissible.

As it appears Mr. Wm. Norris is the only bidder for the small ship to be built at Philadelphia, who was furnished with the plans, drawings, and midship section of the vessel, or who had a knowledge of the kind of engines and propellers and amount of power required; there could be no competition in the bid. I would therefore respectfully recommend that for that particular ship other proposals should be offered, stating the amount of power required; also the number of propellers, the weight and space allowed in the ship, and midship sectional drawing furnished, showing where the engines are to be placed.

Messrs. Reaney & Neafie, of Philadelphia, presented good machinery and boilers, but as their price is so much greater than those offered by other good and responsible bidders, (offering as good engines,) I could not recommend their bid being accepted.

I would here state that there is not one plan offered which will not require some slight modifications; and the parties have agreed to make them in the contract.

It is very doubtful whether many of the bidders can finish and

put in operation the machinery in the time they have specified, particularly for the Pensacola ship, where much time must necessarily be consumed in the transportation.

I am, respectfully, your obedient servant,

H. HUNT,
Chief Engineer, U. S. Navy.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

EDWARD LYNCH.

Plan of engine inadmissible, as it occupied space greater than allowed; deficiency in surface adequate to surface condensation in place of condensers, and plan not approved.

Objections concurred in by all the members of the board.

The above proposition embraced no security or guarantee to the government that the contract would be executed, if awarded.

The following plans were entertained by the board, as being the most practicable and least objectionable of all those which were offered:

James Murphy & Co., Morgan Iron Works; Reaney, Neafie & Co.; Merrick & Sons; Boston Locomotive Works; Woodruff & Beach.

Messrs. Archbold and Hunt considered Mr. Reeder's plan a good one, and Mr. Hunt considers the Novelty Works' plan a good one.

THE ENGINES OF THE ALLAIRE WORK.

Boilers: insufficiency of steam room. Engines: disk valves in air pumps, or *foot and delivery valves standing vertically*, the greater quantity of coals being stowed over boilers; declining to conform to the specifications of requirements of the department without extra compensation.

Objections concurred in by all the members of the board.

MURRAY & HAZLEHURST, BALTIMORE, MARYLAND.

Plan of boilers involving the necessity of carrying all the coals above boilers and engines, the whole area allotted the machinery on the floor of the vessel being occupied by the engines and boilers, the boilers being each $32\frac{1}{2}$ feet long; which arrangement brings the centre of gravity of the whole inadmissibly high, especially with no water in the boilers, and ship under canvas.

Objections concurred in by all the members of the board.

WILLIAM NORRIS, PHILADELPHIA.

Deficiency of water passages through condenser; name of establishment where the work proposed for was to be executed omitted.

Objections concurred in by all the members of the board.

THE NOVELTY IRON WORKS, NEW YORK.

Plan of engines objectionable in its general features, capacity of cylinders being too small, involving the necessity of an initial pressure of 50 pounds of steam above the pressure of the atmosphere; plan of securing tubes in condensers being an untried arrangement, and general arrangement of condensers objectionable.

Objections concurred in by Messrs. Archbold, Martin, and Wood.

C. REEDER, BALTIMORE, MARYLAND.

Boilers objectionable in having two tiers of furnaces; facility of executing the work in the time specified, with properly equipped tools, &c., for the purpose, and specimens of work from this establishment.

The above objections entertained by chief engineer.

WM. W. W. WOOD.

MR. REEDER'S PLAN.

Engines approved. Boilers objected to for the reasons stated by Chief Engineer Wood.

DANIEL MARTIN,
Chief Engineer.

WEST POINT FOUNDRY, NEW YORK.

The general arrangement of machinery objectionable—no surface condenser and apparatus shown—and character of the work executed at this establishment on board the frigate Merrimack.

Objections concurred in by all the members of the board.

ATLANTIC WORKS, EAST BOSTON.

Method of condensing arrangement decidedly objectionable. The plan proposed for sea steamers never having been successfully applied, the board being opposed to trying experiments promising so little success on such a large scale.

Engines.—Cylinders of too small capacity to develop the power required, without excessive and objectionable pressures of steam.

Boilers.—Grate surface, being entirely inadequate and insufficient for the purpose, with the impracticable length of eight feet bars.

Objections concurred in by all the members of the board.

OFFICE OF ENGINEER-IN-CHIEF,
Washington, D. C., September 24, 1858.

SIR: In obedience to your order of the 20th instant, to examine the droposals, plans, specifications, and drawings received under the

advertisement of July 26, for the sloops-of-war now building, and to report which, in my opinion, is the best adapted to the purposes for which they are respectively submitted, and why, in my opinion, they should be adopted by the department, I would respectfully report that, after carefully examining the drawings and specifications, and in view of their plans, propositions, spaces occupied, facilities for getting at the various parts for examination, adjustment, and repair, I have selected the following named bidders as having the best plans, complying with the advertisement and the requirements of the department:

J. Murphy & Co., New York.	} These four plans are similar.
Reaney, Neafie & Co., Philadelphia.	
Boston Locomotive Works, Boston.	
Morgan Iron Works, New York.	
Merrick & Sons, Philadelphia.	
Woodruff & Beach, Hartford.	

The parties named are the only ones whose plans I can recommend; and in view of them, and their times and prices, do recommend the following named parties for the ships set opposite to their names:

Portsmouth ship, Woodruff & Beach.
 Boston ship, Boston Locomotive Works.
 New York ship, Jas. Murphy & Co.
 Philadelphia ship, (*large*,) Merrick & Sons.
 Pensacola ship, Morgan Iron Works.

In the proposals for the Philadelphia small ship, but one of the parties bidding, Mr. Norris, has had any knowledge of the style and principles of engines required for that vessel, all the others having followed the advertisement, consequently they have but one propeller hoisting gear, and the amount of power required by the advertisement, which is less than the projector of that ship requires. The plans furnished by Mr. Norris will not, in my opinion, answer, containing, as they do, radical defects. Mr. Reeder's plan of engines is good, and his price satisfactory, but his plan of boiler I cannot recommend; if they were made satisfactory, I would recommend him for the Norfolk ship. In selecting the above named parties, I have had in view their reputation as mechanics and engineers, as well as their plans, specifications, and prices.

The plans, specifications, and reputation of Messrs. Reaney, Neafie & Co. are good; but their *prices* are so much higher than others that I cannot recommend them for the ship.

I am, respectfully, your obedient servant,

DAN. B. MARTIN,
Chief Engineer, United States Navy.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

This contract, made and entered into this twenty-eighth day of October, one thousand eight hundred and fifty-eight, between George W. Quintard and Charles A. Whitney, all of the city of New York, in the State of New York, doing business under the firm of Quintard & Whitney as principals, and Charles Morgan and Henry R. Morgan, of the city and State of New York, as sureties of the first part, and Isaac Toucey, Secretary of the Navy, acting for and in behalf of the United States of America, of the second part,

Witnesseth that the said parties of the first part do hereby covenant and agree with the said party of the second part as follows: that for the consideration hereinafter mentioned, they do hereby covenant and agree for themselves, their executors, and administrators, and assigns, they will, at their expense and risk, furnish and deliver under the sheers in the United States navy yard at Warrington, Florida, and erect on board the sloop-of-war _____, of ten feet draught now building there, authorized by the act of Congress, approved June 12, 1858, two horizontal double piston rod engines, of fifty inches diameter of cylinder and thirty inches stroke, with two large and one small vertical tubular boilers of iron. Said engines and boilers to be arranged for driving the screw propeller, with all the necessary cocks, valves, gauges, propeller and frame shafting, connexion and parts complete with tools and appurtenances for working an efficient cruising vessel at sea; said engines and boilers to be made of the best materials and in a workmanlike manner. The boilers to be tested with a hydrostatic pressure of fifty pounds per square inch, and to have an aggregate heating surface of 5,750 square feet, and 197 square feet of grate surface, and 830 cubic feet of steam room, and to be made perfectly tight and secure at that pressure. The engines and all their connexions and parts to be proportioned to stand the aforementioned pressure.

The engines to be well secured to the ship by holding down bolts, at least eight of which are to pass through the floor timbers nearest the line of the keel, with heads let into the wood washers, (see drawing.) Boilers to be secured to the ship fore and aft, and athwartships, and to each other by braces.

The said parties of the first part do hereby guaranty the following points:

1. A successful and satisfactory operation at sea of the engines, boilers, and appurtenances.

2. That the engines and boilers will be capable of developing at sea at least 750 horses power, measured by the indicator, (on the standard of 3,000 pounds lifted one foot high per minute, and at least eighty revolutions per minute, that the coal per indicated horse power shall not exceed 300 pounds per hour.)

3. That one hundred and twenty (120) tons of coal can be stowed in the space allotted for the machinery, boilers, and coal, without exceeding the total weight of 310 tons for machinery, appendages, boilers and water in them, bunkers, tools, spare pieces, and coal as aforesaid, and without infringing on the necessary amount of space for ventilation and attending to the boilers and machinery; and it is

mutually understood by the terms of this contract that the entire responsibility of their success is to rest with them; and, therefore, the said parties of the first part will arrange and proportion the details of the said engines and boilers in such manner as they shall deem best calculated to secure the most successful operation, having reference to the specification hereunto annexed for such parts as are herein named.

It being mutually understood that this contract covers the engines, boilers, connexions, and all appurtenances of every kind necessary to render the same completely efficient, safe, and convenient for cruising at sea, and the fitting, finishing, and arrangement of the details of the engines, boilers, and appurtenances, and all matters connected therewith, shall be made satisfactory to the engineer-in-chief, and such other persons as may be appointed to superintend the same.

The said parties of the first part further agree to hold the United States harmless against any demand for patent fees or any patented article or arrangement used in or about the machinery herein contracted for, and shall procure a release therefrom.

The said engineer-in-chief or person superintending, to have the authority to condemn any of the work in any stage of proposals either from improper design, improper or bad material, or workmanship. The parties of the first part further agree and contract, that the whole of the said engines, boilers, and appurtenances shall be completed and erected properly on board the vessel and ready for operation and trial by steam, within ten months from date of contract, provided the vessel is launched, and if she is not launched, then in five months from the day of launching, provided the delay is not caused by the parties of the first part; and that such parts as are required to be put on the vessel before launching to be duly completed, so as to cause no delay.

It being mutually agreed and understood that all wood and carpenter work required to adapt the vessel to the reception of the machinery, except the boring out of the shaft-hole through dead wood, is to be furnished by and executed at the expense of the Navy Department, which will permit the use of such facilities as it has at the yard, for hoisting on board the heavy pieces of machinery. The parties of the first part shall put in and firmly secure before launching, the holding down bolts going through the bottom, the casing through dead wood, the saddles on both stern posts propeller frame, and hoisting apparatus complete, after section of shaft outboard delivery chest, blow and injection valves, and all pipes, bolts, and valves going through the ship below the water line.

It is further agreed that the aforesaid parties of the first part shall furnish and provide for the persons appointed by the Navy Department to superintend the work as they progress, suitable and convenient office room, and afford them satisfactory facilities for making copies of all detailed drawings, and shall also furnish the detailed weight of the entire machinery, boilers, propeller, &c.

And the said parties of the first part do further engage and contract that no member of Congress, officer of the Navy Department

shall be admitted to any share or part of this contract or agreement, or to any benefit to arise therefrom; and it is hereby expressly provided, and this contract is upon this express condition, that if any such member of Congress, officer of the navy, or other person above named, shall be admitted to any share or part of this contract, or to any benefit to arise under it, or in case the parties of the first part shall in any respect fail to perform this contract on their part the same may be, at the option of the United States, declared null and void without affecting their right to recover for default which may have occurred.

That when the said parties of the first part shall have furnished the material and labor for the engines, boilers, and appurtenances, as herein specified, to the value of one half the whole amount required for their complete execution, then upon presentation of triplicate bills properly certified by the engineer-in-chief that the one half part of the whole amount of the contract has been finished, and when approved by the Navy Department, then will be paid to the said parties of the first part or to their order, by the navy agent, at New York, the sum of forty thousand dollars, (\$40,000.)

And when the said parties of the first part shall have completed the whole work herein contracted for, and it is delivered in the Warrington navy yard ready for erection in the ship, and the same is duly certified as aforesaid, then shall be made a further payment of twenty thousand dollars, (\$20,000.)

And when the said parties of the first part shall have completed the whole work herein contracted for, and after a successful trial-trip of said ship and machinery at sea for at least one week, to the satisfaction of the Secretary of the Navy, which trial-trip shall be made at the expense of the United States, then the party of the second part agrees to pay to the parties of the first part the further sum of twenty thousand dollars, (\$20,000.)

If the said trial-trip shall prove satisfactory, then the said party of the second part shall at the earliest period practicable, and with all reasonable despatch, cause the said ship to be sent on a cruise, and whenever the entire machinery of said ship shall have worked successfully and performed to the satisfaction of the Secretary of the Navy at sea for a period of three months, then the said party of the second part agrees to pay to the parties of the first part the further sum of forty thousand dollars (\$40,000) in full consideration of this contract, the aggregate amount being one hundred and twenty thousand dollars, (\$120,000.)

It being mutually understood and agreed, to entitle the said parties of the first part to the fourth and last payment, the said machinery shall be perfect and complete, and shall have performed satisfactorily during the three months it shall have been in possession of the Navy Department. And in the event of a failure from improper design or arrangements, mal-construction, defective machinery, or workmanship of said engines, propeller, boilers, and to work successfully at sea for at least three months, and in every respect satisfactory to the Navy Department; or in the event of a failure from the causes before

named at any time within the three months of the trial of the said engines, propeller, boilers, &c., to be successful in every respect, then it is hereby agreed and understood that the Navy Department is authorized to have all modifications, alterations, and repairs made so as to secure a successful operation of the engines at sea; which modifications and repairs shall be made at the expense of the said parties of the first part, and the sum or sums paid therefor shall be deducted from the last payment aforesaid. It is further agreed that the Navy Department shall have a lien on the machinery and all the materials provided for the fulfilment of this contract, for the money advanced or paid by the United States on account thereof; and that the said parties of the first part agree that whilst under their control they will keep the machinery, boilers, and materials insured against loss by fire to the amount which may have been paid on account of this contract, the policies being made payable to the government. And the parties of the first part further agree that the weight of the machinery, water in boilers, shaft, propeller and appendages, with tools, spare work and coal for five days, at 750 horse-power, may be equal to but shall not exceed three hundred and ten tons (310) of two thousand two hundred and forty pounds. It is further agreed, that if the weight and other conditions specified in this contract be not complied with the Navy Department to be at liberty to reject the whole machinery, the parties of the first part to be at the expense of taking it out of the ship and to refund whatever amount of the contract price may have been paid.

G. W. QUINTARD, [L. S.]
 CHAS. A. WHITNEY, [L. S.]
 CHAS. MORGAN, [L. S.]
 HENRY R. MORGAN. [L. S.]

Signed, sealed and delivered in the presence of
 J. HENRY ROGERS.

ISAAC TOUCEY, [L. S.]
Secretary of the Navy.

GEO. W. WELSH,
 As to Isaac Toucey, Secretary of the Navy.

I hereby certify that I have made due and diligent personal inquiry as to the ability of the sureties in this contract and am satisfied that they are good and sufficient for the sum of one hundred and twenty thousand dollars.

GEORGE N. SANDERS.
Navy Agent.

NAVY DEPARTMENT,
 October 2, 1858.

GENTLEMEN: The proposals submitted by you under the department advertisement of July 26, 1858, for steam machinery for the larger

screw propeller sloop-of-war building at the navy yard, Philadelphia, have been accepted, and so soon as the contract can be prepared it will be transmitted to you for your signature.

I am very respectfully your obedient servant,

ISAAC TOUCEY.

Messrs. MERRICK & SONS, *Philadelphia.*

NAVY DEPARTMENT,

October 2, 1858.

GENTLEMEN: The proposals submitted by you under the department advertisement of July 26, 1858, for steam machinery of the steam propeller sloop-of-war building at the navy yard, Pensacola, Florida, have been accepted, and so soon as the contract can be prepared, it will be transmitted to you for your signature.

I am respectfully, your obedient servant,

ISAAC TOUCEY.

PROPRIETORS OF THE MORGAN IRON WORKS,
New York.

NAVY DEPARTMENT,

October 2, 1858.

GENTLEMEN: The proposals submitted by you, under the department's advertisement of July 26, 1858, for steam machinery of the screw propeller sloop-of-war building at the navy yard, Boston, Massachusetts, have been accepted, and so soon as the contract can be prepared it will be transmitted to you for your signature.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

PROPRIETORS OF THE BOSTON LOCOMOTIVE WORKS,
Boston, Massachusetts.

NAVY DEPARTMENT,

October 2, 1858.

GENTLEMEN: The proposals submitted by you, under the department's advertisement of July 26, 1858, for steam machinery for the screw propeller sloop-of-war building at the navy yard, Portsmouth, New Hampshire, have been accepted, and so soon as the contract can be prepared it will be transmitted to you for your signature.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Messrs. WOODRUFF & BEACH,
Hartford, Connecticut.

NAVY DEPARTMENT,
October 2, 1858.

GENTLEMEN: The proposals submitted by you, under the department's advertisement of July 26, 1858, for steam machinery of the screw propeller sloop-of-war building at New York, have been accepted, and so soon as the contract can be prepared it will be transmitted to you for your signature.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

MESSRS. JAMES MURPHY & Co.,
New York.

This contract made and entered into this twenty-ninth day of October, one thousand eight hundred and fifty eight, between James Murphy, William J. Pease, and William P. Buckmaster, all of the city of New York, in the State of New York, doing business under the firm of *James Murphy & Co.*, as principals, and A. W. Thompson and P. Poillon as sureties of the first part, and Isaac Toucey, Secretary of the Navy, acting for and in behalf of the United States of America of the second part:

Witnesseth that the said parties of the first part do hereby covenant and agree with the said parties of the second part as follows: That for the consideration hereinafter mentioned, they do hereby covenant and agree for themselves, their executors, and administrators, and assigns, they will, at their expense and risk, furnish and deliver under the sheers in the United States navy yard at Brooklyn, New York, and erect on board the steam screw sloop-of-war building in the United States navy yard at Brooklyn, authorized by the act of Congress approved June 12, 1858, two horizontal double piston rod engines of fifty four inches diameter of cylinder, and twenty-eight inches stroke, with two large and one small vertical tubular boilers of iron, said engine and boilers to be arranged for driving a screw propeller, with all the necessary cocks, valves, gauges, propeller, and frame, shafting connexion and parts complete, with tools and appurtenances for making an efficient cruising vessel at sea. Said engines and boilers to be made of the best materials and in a workmanlike manner. The boilers to be tested with a hydrostatic pressure of fifty pounds per square inch, and to have an aggregate heating surface of 7,500 feet and 265 feet of grate surface, and 1,184 cubic feet steam room, and to be made perfectly tight and secure at that pressure, the engines and all their connexions and parts to be proportioned to stand the above named pressure, the engines to be well secured to the ship by holding-down bolts, eight at least of which are to pass through the floor timbers nearest the line of keel with heads let into the wood on washers thus: (See drawing.) Boilers to be secured to the ship fore and aft athwartships, and to each other by braces. The said parties of the first part do hereby guaranty the following points:

1st. A successful and satisfactory operation at sea of the engines, boilers, and appurtenances.

2d. That the engines and boilers will be capable of developing at sea at least 1,000-horse power, measured by the indicator, (on the standard of 33,000 pounds lifted one foot high per minute,) and at least eighty revolutions per minute. That the coal, per indicator horse power per hour shall not exceed $3\frac{1}{4}$ pounds, (three and one-quarter pounds.)

3d. That one hundred and seventy-five (175) tons of coal can be stowed in the space allotted for the machinery, boilers, and coal, without exceeding the total weight of 406 tons for machinery appendages, (boilers and water in them,) bunkers' tools, spare pieces, and coal, as aforesaid, and without infringing on the necessary amount of space for ventilation and attending to the boilers and machinery; and it is mutually understood by the terms of this contract that the entire responsibility of their success is to rest with them, and therefore the said parties of the first part will arrange and proportion the details of said engines and boilers in such manner as they shall deem best calculated to secure the most successful operation, having reference to the specification hereunto annexed, for such parts as are herein named. It being mutually understood that this contract covers the engines, boilers, connexions, and all appurtenances of every kind necessary to render the same completely efficient, safe, and convenient for cruising at sea, and the fitting, finishing, and arrangement of the details of the engine, boilers, and appurtenances, and all matters connected therewith, shall be made satisfactory to the engineer-in-chief and such other persons as may be appointed to superintend the same.

The said parties of the first part further agree to hold the United States harmless against any demand for patent fees or any patented article or arrangement used in or about the machinery herein contracted for, and shall procure a release therefrom. The said engineer-in-chief (or person superintending) to have the authority to condemn any of the work in any stage of progress, either from improper design, improper or bad material, or workmanship.

The parties of the first part further agree and contract that the whole of the said engines, boilers, and appurtenances, shall be completed and erected properly on board the vessel and ready for operation and trial by steam within seven months from date of contract, provided the vessel is launched; and if she is not launched, then in three months from the day of launching, provided the delay is not caused by the parties of the first part; and that such parts as are requisite to be put on the vessel before launching to be duly completed, so as to cause no delay.

It being mutually agreed and understood that all wood and carpenter work required to adapt the vessel to the reception of the machinery, except the boring out of the shaft hole through dead wood, is to be furnished by and executed at the expense of the Navy Department, which will permit the use of such facilities as it has at the yard for hoisting on board the heavy pieces of machinery. The

parties of the first part shall put in and firmly secure, before launching, the holding-down bolts going through the bottom, the casing through dead wood, the saddles on both sternposts, propeller frame, and hoisting apparatus complete, after section of shaft outboard delivery chest. Blow and injection valves, and all pipes, bolts, and valves going through the ship below the water line.

It is further agreed, that the aforesaid parties of the first part shall furnish and provide, for the persons appointed by the Navy Department to superintend the work as they progress, suitable and convenient office room, and afford them satisfactory facilities for making copies of all detailed drawings, and shall also furnish the detailed weight of the entire machinery, boilers, propeller, &c.

And the said parties of the first part do further engage and contract, that no member of Congress, officer of the navy, or any person holding any office or appointment under the Navy Department, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise therefrom. And it is hereby expressly provided, and this contract is upon this express condition, that if any such member of Congress, officer of the navy, or other person above named, shall be admitted to any share or part of this contract, or to any benefit to arise under it, or in case the parties of the first part shall in any respect fail to perform this contract on their part, the same may be, at the option of the United States, declared null and void, without affecting their right to recover for defaults which may have occurred.

That when the said parties of the first part shall have furnished the material and labor for the engines, boilers, and appurtenances, as herein specified, to the value of one-half the whole amount required for their complete execution, then, upon presentation of triplicate bills properly certified by the engineer-in-chief that the one-half part of the whole amount of the contract has been furnished, and when approved by the Navy Department, then will be paid to the said parties of the first part, or to their order, by the navy agent at New York, the sum of forty-three thousand three hundred and thirty-three and one-third dollars, (\$43,333 $\frac{1}{3}$.)

And when the said parties of the first part shall have completed the whole work herein contracted for, and it is delivered in the Brooklyn navy yard ready for erection in the ship, and the same is duly certified as aforesaid, then shall be made a further payment of twenty-one thousand six hundred and sixty-six and two-thirds dollars (\$21,666 66 $\frac{2}{3}$.) And when the said parties of the first part shall have completed the whole work herein contracted for, and after a successful trial trip of said ship and machinery at sea for at least one week, to the satisfaction of the Secretary of the Navy, which trial trip shall be made at the expense of the United States, then the party of the second part agrees to pay to the parties of the first part the further sum of twenty-one thousand six hundred and sixty-six and two-thirds dollars (\$21,666 66 $\frac{2}{3}$.)

If the said trial trip shall prove satisfactory, then the said party of the second part shall, at the earliest period practicable, and with all reasonable despatch, cause the said ship to be sent on a cruise, and

whenever the entire machinery of said ship shall have worked successfully and performed to the satisfaction of the Secretary of the Navy at sea for a period of three months, then the said party of the second part agrees to pay to the parties of the first part the further sum of forty-three thousand three hundred and thirty-three and one-third dollars (\$43,333 $33\frac{1}{3}$) in full consideration of this contract, the aggregate amount being one hundred and thirty-thousand dollars (\$130,000.)

It being mutually understood and agreed that, to entitle the said parties of the first part to the fourth and last payment, the said machinery shall be perfect and complete, and shall have performed satisfactorily during the three months it shall have been in possession of the Navy Department.

And in the event of a failure, from improper design or arrangement, mal-construction, defective machinery or workmanship of said engines, propeller, boilers, &c., to work successfully at sea for at least three months, and in every respect satisfactory to the Navy Department, or in the event of a failure, from the causes before named, at any time within the three months of the trial, of the said engines, propeller, boilers, &c., to be successful in every respect, then it is hereby agreed and understood that the Navy Department is authorized to have all modifications, alterations, and repairs made so as to secure a successful operation of the engines at sea, which modifications and repairs shall be made at the expense of the said parties of the first part, and the sum or sums paid therefor shall be deducted from the last payment aforesaid.

It is further agreed that during the trial trip, as before mentioned, the steam machinery shall be under the control and management of engineers to be appointed and paid by the parties of the first part subject during such trial to the regulations of the naval service and such personal and official supervision of the engineers appointed by the said Navy Department as may be directed by the Secretary of the Navy to secure a fair and satisfactory test of the machinery. It is further agreed that the Navy Department shall have a lien on the machinery and all the material provided for the fulfilment of the contract for the money advanced or paid by the United States on account thereof, and that the said parties of the first part agree that whilst under their control they will keep the machinery, boilers and material, insured against loss by fire to the amount which may have been paid on account of this contract. And the parties of the first part further agree that the receipt of the machinery, water in boilers, shaft, propeller and appendages, with tools, spare work, and coal for five days' steaming at 1,000 horse power may be equal to, but shall not exceed four hundred and six (406) tons of two thousand two hundred and forty (2,240) pounds. It is further agreed that if the weight and other conditions specified in this contract be not complied with, the Navy Department to be at liberty to reject the whole machinery, the parties

of the first part to be at the expense of taking it out of the ship and to refund whatever amount of the contract price may have been paid.

JAMES MURPHY,	[L. S.]
WILLIAM J. PEASE,	[L. S.]
WILLIAM P. BUCKMASTER,	[L. S.]
A. W. THOMPSON,	[L. S.]
P. POILLON,	[L. S.]

Signed, sealed, and delivered in presence of LEWIS A. COHEN, as to James Murphy, William J. Pease, William P. Buckmaster, A. W. Thompson, P. Poillon.

CHARLES W. WELSH, as to

ISAAC TOUCEY, [L. S.]
Secretary of the Navy.

I certify that I have made due and diligent personal inquiry as to the ability of the sureties in this contract, and am satisfied that they are good and sufficient for the sum of one hundred and thirty thousand dollars.

GEORGE N. SANDERS, *Navy Agent.*
Per GEORGE A. BLOOD.

Memorandum—The above contract being referred back to the parties of the first part for additional guarantee and the additional guarantee, will be found on page 387. The certificate follows here.

I certify that I have made due and diligent personal inquiry as to the ability of the sureties in this contract (including John Greacen, jr.) whose guarantee is endorsed thereon, and am satisfied that they are good and sufficient for the sum of one hundred and thirty thousand dollars.

AUGUSTUS SCHELL,
Collector of Customs for the district of New York.

NEW YORK, November 20, 1858.

*Papers relating to steam machinery for the ten feet draught sloop-of-war at Philadelphia, building under the superintendence of Mr. Griffiths.—
Special letter of invitation, dated October 2, 1858.*

PHILADELPHIA, September 7, 1858.

SIR: I hereby propose to furnish the machinery for the steam sloop-of-war (of ten feet draught) now under construction by Mr. John W. Griffiths, temporary naval constructor at the Philadelphia navy yard, in accordance with the terms of your advertisement of July 26 last, and the plans and specifications herewith respectfully submitted.

Price for the same, one hundred and twenty-six thousand dollars.

The machinery proposed is the result of the closest calculations, in combination with the vessel, based upon actual experience to insure great speed, great durability, and great strength; and I beg to call your attention to the coal bunkers and bulkheads, as shown in the plans of vessel and engines; inasmuch as they are designed to furnish strength, (in addition to their usual service,) so necessary for heavy armaments.

I have the honor to be your obedient servant, very respectfully,
WILLIAM NORRIS.

HON. ISAAC TOUCEY,
Secretary of the Navy.

P. S. A slight indisposition prevents my handing these proposals in person.

SIR: The undersigned guaranty that if the contract for steam machinery for screw propeller sloop-of-war No. 2, now building at the port of Philadelphia, be awarded to Mr. William Norris, that gentleman will execute, when desired, a contract for the same with the security required.

Very respectfully, your obedient servants,

W. C. PATTERSON,
H. L. GRAW.

HON. ISAAC TOUCEY,
Secretary of the Navy.

CUSTOM HOUSE,
Philadelphia, November 1, 1858.

I certify to the sufficiency of the above named persons for the sum of one hundred and twenty-five thousand dollars.

WILLIAM HARBESON,
Deputy Collector.

WASHINGTON, *November 2, 1858.*

SIR: I beg leave to enclose herein tracings of drawings showing centres of gravity of the machinery proposed by me for the sloop-of-war of ten feet draught. Upon examination to-day of the advertisement of the department for proposals, I am in doubt if I have complied with the requirements therein regarding time of delivery, and naming the establishment where the machinery is to be constructed. If these have not been specified, I beg leave to amend my proposal as follows: The machinery will be constructed at the "Norris Works," Bush Hill, Philadelphia, and will be finished complete on board the vessel and ready for trial within two months after the vessel is launched.

Very respectfully, your obedient servant,

WILLIAM NORRIS.

HON. ISAAC TOUCEY,
Secretary of the Navy.

[Endorsement]

Delivered in person to the Secretary on Thursday, November 4, 1858.

C. W. W.

Received from Navy Department, and presented to Board of Engineers Friday, November 5, 1858.

S. A.

Circular letter to bidders.

NAVY DEPARTMENT, *October 2, 1858.*

GENTLEMEN: The department, since its advertisement of July 26, 1858, has adopted for the smaller of the screw sloop-of-war proposed to be built at the United States navy yard, Philadelphia, a model differing from that of the midship section sent you, for which you furnished an offer, plans, and specifications. You will herewith receive a drawing, marked No. 1, showing the midship section and plan of the vessel as now determined upon at the part occupied by the boilers and machinery; a drawing, marked No. 2, showing a midship section at the forward boiler bulkhead; an end view showing the two composition propellers attached and their diameters, and a plan and side elevation from the forward boiler bulkhead to the stern-post, with the scale of dimensions marked thereon.—(See drawings.)

In this space it is intended to place engines and boilers that will develop at sea 1,100 indicated horse power, and at least 100 revolutions of the screws per minute, and coal for $5\frac{1}{2}$ days' steaming at the maximum speed. The total weight of the machinery, appendages, boilers and water in them, bunkers, tools, spare pieces, and coal for $5\frac{1}{2}$ days' steaming at the maximum speed, in the prescribed place, must not exceed 477 tons of 2,240 lbs. each. The specifications and conditions prescribed by the advertisement of July 26, 1858, (a copy of which is enclosed,) with the above modifications, will apply.

If you feel disposed to modify your proposal for the above machinery, you will be allowed until 3 o'clock of Tuesday, the 2d of November next, for the purpose. Your proposals should be addressed to the Secretary of the Navy, sealed, and endorsed "Proposals for screw propeller sloop-of-war building at Philadelphia, as modified."

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

The above letter was addressed to Reaney, Neafie & Co., Philadelphia, Pennsylvania; Murray & Hazlehurst, Baltimore, Maryland; Woodruff & Beach, Hartford, Connecticut; Mr. James M. Cross, president Allaire Works, New York; Messrs. Quintard & Whitney, Morgan Iron Works, New York.

OFFICE OF THE NOVELTY IRON WORKS,
New York, October 8, 1858.

SIR: We learn that proposals will be received for the steam machinery of sloop-of-war at Philadelphia, to be built in accordance with specifications differing from those published for the other sloops-of-war, and we write to inquire whether we can have the opportunity of sending in proposals for the same, and be furnished with a copy of the specifications.

Respectfully,

HORATIO ALLEN, *President.*

HON. ISAAC TOUCEY,
Secretary of the Navy.

NAVY DEPARTMENT,
October 9, 1858.

SIR: Your letter of the 8th instant has been received.

You are informed, in reply, that as the plan of the screw propeller sloop-of-war at Philadelphia furnished by Mr. Griffith varied somewhat from that mentioned in the advertisement of July 26, the department has deemed it proper to afford to those who bid for that vessel an opportunity to modify their plans accordingly. No other bids can be received.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

HORATIO ALLEN, Esq.,
President Novelty Iron Works, New York.

ASTOR HOUSE, NEW YORK,
September 22, 1858.

SIR: Your telegraph has reached me, stating that the Board of Engineers wished to see me on Thursday, (to-morrow.) I regret that sudden illness will prevent my meeting the board, as requested, and I have some fears that I shall be confined for several days. But I have despatched Mr. Bartol, of Merrick & Sons, to represent me at your board. He is well acquainted with the drawings; whatever he does in the matter will be confirmed by me. Will you, therefore, be pleased to present Mr. Bartol to the board, and receive him as my substitute, with full authority to act for me?

Your obedient servant, very respectfully,

WILLIAM NORRIS.

SAMUEL ARCHBOLD, Esq.,
Engineer-in-Chief, &c., &c.

NEW YORK, *September 23, 1858.*

SIR: Being detained at this place by illness that will not allow me to travel for a few days, I find myself unable to comply with the request of the Board of Engineers to appear before them, at Washington, to-day.

In getting up my plans I have availed myself of the aid of the best engineering talent to be had in the country, which, combined with long personal experience, has enabled me to present to the department propositions and plans of a reliable character; and deeming it best to preserve a degree of independence, I have not drawn the information referred to exclusively from any one source.

In my present condition, presuming that the board were anxious to close their labors, I have taken the liberty of requesting Mr. Bartol, of Philadelphia, one of my engineer friends, to represent me before the board, of which fact I have advised Mr. Archbold, pledging myself to be bound by his decisions. Should this meet your approval, please telegraph him; otherwise, I would state that should the board deem a modification of some of the details of my plans advisable, I should not object, the general arrangement and propositions being the same.

In a few days I hope to be able to call and see you.

Very respectfully, your obedient servant,

WILLIAM NORRIS,
By S. HENRY NORRIS.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

PHILADELPHIA, *September 22, 1858.*

DEAR SIR: Mr. Wm. Norris was called to New York a day or two since on business, where he is at present detained by illness, (dysentary;) he asked me, by telegraph, to go to Washington to explain his plan to the board. As my doing this might be of injury to Merrick & Sons, or Mr. Norris himself, I must refuse and explain. I have been acquainted with Mr. Griffith and the Norrises for twelve or fifteen years; they called on me a short time since for advice in relation to their machinery. What I gave them was on my own account, and not as engineer for Merrick & Sons. It was a personal favor on my part to them, almost without the knowledge of Merrick & Sons. Having explained to you how I became acquainted with their plans, I am willing (as Mr. Norris is sick) to meet the members of the board and explain his plans, so far as they have been explained to me, on Thursday evening, after the arrival of the 1 o'clock train from here, or on Friday morning. Trusting that my connexion with the plans may not operate to the injury of either Merrick & Sons or the Norrises,

I am, respectfully yours,

B. H. BARTOL.

SAM'L ARCHBOLD, Esq.,
Engineer-in-Chief, U. S. Navy.

Please telegraph if I am wanted.

From the nature of Mr. Norris' illness, he may be able to leave for Washington very shortly.

WASHINGTON, *October 1, 1858.*

DEAR SIR : I called on the Engineer-in-Chief, Mr. Archbold, this morning, to make a slight correction in the drawings presented by me for the sloop-of-war building by Mr. Griffith at the Philadelphia navy yard. Mr. Archbold observed that the matter in question had already been noticed by the Board of Examining Engineers, and that the board had reported on the machinery to you.

I therefore beg leave to enclose a letter from my draughtsman in explanation of this matter.

I also beg leave to enclose a letter from Mr. B. H. Bartol, of Philadelphia, a well known, skilful engineer, to which I beg your particular attention. In making the drawings for the machinery of the vessel, I consulted the best and most skilful engineers in New York and Philadelphia, to assure myself that the whole machinery should be as perfect as human skill could make it; and I believe, honestly, that the said vessel will be the fastest, strongest, and most durable vessel-of-war afloat, and a lasting credit to our country.

I have been suffering with chronic dysentery for four weeks, and feeling somewhat worse this afternoon, I have concluded to return to Philadelphia this evening, and thus I have taken the liberty of addressing you.

I will hold myself in readiness to come to Washington whenever you may be pleased to desire my presence.

Very respectfully, your obedient servant,

WILLIAM NORRIS.

HON. ISAAC TOUCEY,

Secretary of the Navy.

Address box 1288, post office, Philadelphia, or 93 South 3d street, Philadelphia.

PHILADELPHIA, *September 7, 1858.*

DEAR SIR: In putting up your drawings I notice an error that I have made in the condensers, viz: the two side passages in each condenser for the ascending condensing water should be drawn $4\frac{1}{2}$ by 18 inches, (instead of $4\frac{1}{2}$ by 12,) so as to be equal in area to the 14-inch side delivery pipe named in *your* specification.

As you have given the size of the side delivery pipe, and the openings alluded to are not marked, I presume every one will take it for granted that they are equal in area; and I only mention it lest,

accidentally, some one should measure the openings and not look at the specification.

Respectfully, yours,

HENRY SCOTT.

General WILLIAM NORRIS.

N. B. The 12-inch relief valve on the fresh water air-pump is omitted in both specification and tracing.

PHILADELPHIA, *September 6, 1858.*

DEAR SIR: As you have consulted me in relation to your plans for the machinery of Mr. Griffith's vessel, and desire my opinion of the arrangement and proportions, now that the plans are complete, I have only to say, that for accomplishing the objects Mr. Griffith has in view, viz: great power and speed, with moderate weight and unerring certainty of action, I consider your plans well adapted. The proportions named in your specification I endorse; considering the difference in size of engines and velocity of piston, they will compare favorably with the Wabash.

Respectfully, yours,

B. H. BARTOL.

WILLIAM NORRIS, Esq.

Extract from proposals for screw propeller sloop-of-war building at Philadelphia, by Reaney, Neafie & Co., November 1, 1858.

Time for completion, three months after launching. Anything not herein mentioned to complete the within machinery in every respect, in accordance with the advertisement of the department, will be done by the within parties bidding; or any defects that may be detected in the plans, specifications or proposals by the examining board, the parties bidding will willingly allow them to be altered to suit the views of the board.

Price for complete construction and delivery, as above, one hundred and thirty-nine thousand dollars (\$139,000.)

REANEY, NEAFIE & CO.

PHILADELPHIA, *November 1, 1858.*

OFFICE OF THE ALLAIRE WORKS,

No. 466 Cherry street, New York, November 1, 1858.

The Allaire Works will build the engines and boilers for the United States screw sloop-of-war proposed to be built at the United States navy yard, Philadelphia, for the sum of one hundred and forty thou-

sand dollars, (\$140,000,) according to the plans and specifications forwarded this day.

Your obedient servant,

JAMES M. CROSS, *President.*

Hon. ISAAC TOUCEY,

Secretary of the Navy, Washington.

NAVY DEPARTMENT, *November 4, 1858.*

SIR: You are hereby appointed a board to examine the proposals, specifications, and drawings for the screw propeller sloop-of-war, at Philadelphia, as modified, which have been received at the department, under its special letter of invitation, dated October 2, 1858. After examination, each of you will report to the department individually, in writing, which, in your opinion, is the best adapted for the sloop, and, under all the circumstances, should be accepted by the department. You will all give your reasons for such opinion.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Chief Engineers W. W. W. WOOD, HENRY HUNT, WM. E. EVERETT, and
JNO. P. WHIPPLE.

Schedule of proposals, as modified, for engines for sloop-of-war, of ten feet draught, building at Philadelphia, received under the invitation of the Secretary of the Navy of date of October 2, 1858. Opened in the presence of John Lenthall, Samuel Archbold, and Charles W. Welsh, November 3, 1858.

Names.	Price.	Time.	Kind of engine.	Diameter of cylinder.	Stroke of piston.	Revolution of propeller per minute.	Horse power.	Remarks.
Reaney, Neafie & Co., Philadelphia, (two sheets of drawings.)	\$139,000	3 months after launching.	Horizontal, geared 2½ to 1.	65 inches..	3 feet,.....	100	1,100	
Allaire Works, New York, (one sheet of drawings).	140,000	None given....	Direct-acting steeple ...	50 inches..	22 inches..	100	1,100	No guarantors, and specifications very meagre.
Wm. Norris.....	126,000	None given...	Horizontal back-action, geared 2½ to 1.	65 inches..	3 feet.....	100	1,100	The place where to be built not mentioned.

WASHINGTON, D. C., *November 8, 1858.*

SIR: In compliance with your order of 4th instant, to examine the proposales, specifications, and drawings of machinery for the screw propeller sloop-of-war at Philadelphia, as modified, which have been received at the department, under its special letter of invitation, dated October 2, 1858, and, after examination, to report which, in my opinion, is the best adapted for the sloop, and, under all the circumstances, should be accepted by the department, and reasons for such opinion, I have examined the proposals submitted as follows:

Mr. Wm. Norris, of Philadelphia, price named	\$126,000
Reaney, Neafie & Co, of Philadelphia, price named	139,000
Allaire Works, New York, price named	<u>140,000</u>

The plans and specifications proposed by the Allaire Works embraced a pair of direct-acting horizontal steeple engines, arranged for driving the propellers without the intervention of gearing, involving, in its application in this case, a velocity too great to secure durability, and to hazard the success desired.

That proposed by Mr. Norris, of Philadelphia, two double piston rod back-acting engines, with cylinders of 65 inches diameter, and 36 inches stroke, with gearing so attached as to cause the propeller to revolve in the same direction. The design is of compact form, and would, if properly executed as to detail, with modifications, probably work well, and differs materially from the plan proposed by Messrs. Reaney, Neafie & Co.; which latter comprise two simple direct-acting engines, with cylinders of 65 inches diameter and 36 inches stroke, with gearing so arranged that the propellers are caused to revolve in opposite directions.

The plans of Mr. Norris and Reaney, Neafie & Co. are identical as to size of cylinders and proportions as to the relative velocity of the screws, compared with the revolutions of the engines or speed of pistons.

The spaces occupied, respectively, by each are, by the engines proper: fore-and-aft athwartships, Reaney, Neafie & Co., 23 feet, 24 feet; Mr. Norris, 22 feet 3½ inches, 19 feet 3 inches.

Under all the circumstances, I consider the plan of Messrs. Reaney, Neafie & Co., of Philadelphia, best adapted for use on board the vessel under consideration, for the following reasons: simplicity in arrangement, affording easy access for attendance and repairs, and method of operating the propellers with reference to the direction of their revolutions contrasted to each other.

The plans proposed by the Allaire Works I consider objectionable, in view of the engines being direct-acting, and making 100 revolutions per minute, involving 200 changes or reverses of the reciprocating parts in the same time.

The plans of Messrs. Reaney, Neafie & Co., of Philadelphia, contrasted with that of Mr. Norris, comprises fewer parts, is less com-

plicated, more accessible, and, in my opinion, best adapted to secure the object of the department under its advertisement.

I am, respectfully, your obedient servant,

WM. W. W. WOOD,
Chief Engineer, U. S. Navy.

Hon. ISAAC TOUCEY,
Secretary of the Navy, Washington, D. C.

NOTE.—In reference to the influence exerted upon or imparted to the vessel by the direction in which the propellers are moving with respect to each other, I will add, the practice of engineers heretofore has been, where two propellers were used, to drive them in directions opposite to each other, and I *know* of no sufficient reason to change the practice, and would not do so were the responsibility of the arrangement to devolve upon me.

Respectfully, your obedient servant,

WM. W. W. WOOD,
Chief Engineer, U. S. Navy.

WASHINGTON, November 8, 1858.

SIR: In compliance with your orders of the 4th instant, I have, in connexion with Chief Engineers Wood, Everett, and Whipple, examined the plans, drawings, and specifications of the machinery for the propeller sloop-of-war building in Philadelphia, and would respectfully report as follows:

There are but three bidders, viz: the Allaire Works, New York, Mr. Norris, of Philadelphia, and Messrs. Reaney, Neafie & Co., also of Philadelphia.

The plans and specifications presented by the Allaire Works are objectionable in many points. Their specifications not being full, we can judge only from the drawings what kind of machinery is intended; and as they show four piston-rod direct-acting engines, to make 100 revolutions per minute, which I consider too high velocity for engines of the size given, I could not recommend their adoption.

There is so little difference in the engines offered by Mr. Norris and those offered by Messrs. Reaney, Neafie & Co., as it regards what I consider will be their efficiency, that it is difficult to decide which to recommend. They both offer cylinders of the same size, and horizontal tubular boilers of the same capacity. Both are geared engines, and the same speed, and both their plans have not only good but objectionable points about them.

The engines offered by Messrs. Reaney, Neafie & Co. are simplest in form, but they necessarily occupy 130 square feet, or about 30 per cent. the most space in the vessel, and will not, in my opinion, be any more efficient than the engines offered by Mr. Norris. It is my opinion the condensers offered by Mr. Norris are best.

Taking simply the plans and specifications as presented to the board,

together with the time and price for building the engines, I would recommend accepting the bid of Mr. Norris.

I have the honor to be, very respectfully, your obedient servant,
H. HUNT.

Chief Engineer, United States Navy.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

I would remark here, that in gearing the propellers there can be no advantage or difference whether they both turn one way or in opposite directions, as it regards the steering of the vessels. If there should be any lateral currents against the side of the ship it will be counterbalanced in either case. Moreover, it is very doubtful whether any lateral current from the propeller will strike the side of the vessel when under way, even at a moderate speed.

Respectfully,

H. HUNT,

Chief Engineer, United States Navy.

WASHINGTON, D. C., November 8, 1858.

SIR: In compliance with your order of the 4th instant "to examine the proposals, specifications, and drawing for the screw propeller sloop-of-war at Philadelphia, as modified, and to report which, in my opinion, is the best adapted for the sloop," I have the honor to submit the following, as comprising the names of the parties whose plans I have examined, and the amount specified in their proposals, viz:

Allaire Works, New York, \$140,000; William Norris, Philadelphia, \$126,000; Reaney, Neafie & Co., Philadelphia, \$139,000.

The plan of the "Allaire Works" is a four piston rod "back-action" engine, connected direct to the propeller shafts; and as one hundred revolutions per minute are required of the propellers, I should not consider any form of engine other than geared suitable, and this objection simply would render this plan less desirable than either of the others.

The plans of Mr. Norris and Reaney, Neafie & Co. are each geared engines, and, in dimensions of engines and boilers, nearly identical, although differing materially in design. That of the former occupies a space of twenty-two and one-half ($22\frac{1}{2}$) feet fore-and-aft, by nineteen and one-quarter ($19\frac{1}{4}$) feet athwartship. It is very compactly arranged, and would probably give good satisfaction were the details to be well carried out.

The design of the latter occupies twenty-three (23) feet fore-and-aft, by twenty-four and one-half ($24\frac{1}{2}$) feet athwartship. It is more simple in arrangement, and more accessible for performing the usual attendance and repairs incidental to the operations of all steam engines; therefore, if the increased space occupied is not objection-

able, I should recommend the adoption of the plan proposed by Reaney, Neafie & Co.

I am, very respectfully, your obedient servant,

W. E. EVERETT.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

NOTE.—In reference to your inquiry as to my opinion whether the steerage of the vessel would be materially affected by the direction which the propellers may be revolved in respect to each other, I have to state that, in my judgment, it would not.

I am, respectfully, your obedient servant,

W. E. EVERETT.

OFFICE OF ENGINEER-IN-CHIEF,
Washington, D. C., November 8, 1858.

SIR: In obedience to the instructions contained in your letter of the 4th instant, I have examined the proposals, specifications, and drawings for the propeller sloop-of-war at Philadelphia, and respectfully submit the following report:

The specifications and drawings submitted by the "Allaire Works" are so incomplete that I am unable to give an opinion upon them.

Messrs. Reaney, Neafie & Co. propose horizontal engines, geared in the proportion of two and a half revolutions of the propeller to one of the engines.

Mr. Norris proposes horizontal back-acting engines, geared in the same proportion as those of Messrs. Reaney, Neafie & Co.

The advantages of the first plan are:

1. Greater simplicity in design.
2. Accessibility when the engines are in motion.

The disadvantages are:

1. The space occupied takes in nearly the whole width of the vessel.
2. The liability to strains from the working of the ship is greater.

Advantages of Mr. Norris' plan:

1. The space occupied is thirty per cent. less than that occupied by the engines of Reaney, Neafie & Co., and which can be made available for coal if necessary.

2. Liability to strains from the working of the vessel is less.

In liability to derangement I consider there is very little difference.

Taking into view all the circumstances, I am in favor of the adoption of Mr. Norris' proposal and plans, for these reasons:

1. The price is \$13,000 less than that of Messrs. Reaney, Neafie & Co.
2. A great saving in space is effected.

3. I believe the engines of Mr. Norris will be fully equal in efficiency to those of Messrs. Reaney, Neafie & Co.

I have the honor to be, very respectfully, your obedient servant,

JOHN P. WHIPPLE,
Chief Engineer, U. S. N.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

NOTE.—With regard to the difference in the mode of rotating the propellers of Messrs. Reaney, Neafie & Co. and Mr. Norris, I am of opinion that no difference in effect exists whether rotating in the same or in opposite directions, and that the steering of the vessel will not be affected.

JNO. P. WHIPPLE,
Chief Engineer, U. S. N.

WASHINGTON, November 13, 1858.

SIR: I beg leave to present the enclosed Historical Sketch of Propellers in the United States, with a drawing; and also beg leave to say, if, on completion of the ship, the revolving of two screws in one direction, should affect the steering injuriously, (which I consider impossible,) I will, without charge, make the change, so as to cause the screws to revolve contrary ways.

Most respectfully, your obedient servant,

WILLIAM NORRIS.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

Historical Sketch of Propellers in the United States.

When Commodore Stockton and Captain Erricsson first brought the small iron steamer R. F. Stockton from England to this country she was fitted with two propellers in the deadwood, revolving in *opposite* directions, as shown in engraving, one of the shafts being hollow. He then entertained the idea that a single propeller would have some unfavorable action on the water, and patented the use of two propellers used in that way.

His first vessels in this country were canal boats; and as they drew but little water, he had two propellers set out from the centre, one under each quarter, and by means of geering made the propellers move in opposite directions. Shortly after this, some one, who believed the doctrine *unsound*, built a canal barge with but one propeller in the centre, and that only two-thirds submerged; the vessel was found to steer perfectly well, and ended the *theory* that had been previously maintained, and Captain Erricsson himself never built in this country a vessel having two propellers, as shown in the drawing, although he had patented it. The result of these *practical* results was to prove

that a propeller acts uniformly. Hence it follows, that if it was not necessary to have propellers revolving contrary ways on one shaft to cause the vessel to steer well, it is not necessary for propellers, when placed out of the line of centre, to revolve in opposite directions; for if 1,100-horse power in one propeller will not cause the vessel to steer badly, putting the same power in two propellers, each turning the same way as the one, will not alter the result.

WASHINGTON, *November 16, 1858.*

DEAR SIR: I beg leave to present enclosed—

1. A letter from Colonel Baker, collector at Philadelphia.
2. A circular letter from Messrs. W. C. Patterson, John G. Brenner, and others.
3. My letter, containing further information in regard to the action of propellers.

4. A letter from Mr. J. W. Griffith on the subject of propellers.

I also enclose three letters to his excellency the President from John G. Brenner and Henry M. Phillips.

Circular letter, same as addressed to yourself.

Be pleased to give these your kind consideration.

Most respectfully, your obedient servant,

WILLIAM NORRIS.

Hon. ISAAC TOUCEY,

Secretary of the Navy.

CUSTOM-HOUSE, *Philadelphia.*

DEAR SIR: It gives me pleasure to commend to your favorable consideration General William Norris, of the celebrated locomotive works of Philadelphia. He, I understand, is a bidder for the building the machinery of one of the war steamers now in course of construction in this city.

I have been intimately acquainted with the Messrs. Norris Brothers for many years, and have had large business transactions with them, and it may not be amiss to state that they have always heartily advocated and sustained the democratic party. In the campaign of 1856 their establishment not only contributed many hundred votes to elect our present Chief Magistrate, but, to my certain knowledge, contributed largely in other ways to bring about that result.

I feel assured that no other large manufactory establishment is more deserving of patronage from the government than the Messrs. Norris, and therefore hope it may be in your power to accommodate them.

Truly, your obedient servant,

J. B. BAKER.

Hon. ISAAC TOUCEY,

Secretary of the Navy.

PHILADELPHIA, *December 20, 1858.*

DEAR SIR: A few weeks since I was requested by Mr. William Norris to state in a letter to you my knowledge of the political character of the locomotive establishment of Messrs. R. Norris & Son, of Philadelphia, which I did; but I did not intend to convey the impression (as I learn has been the case) that the marine engine works of Messrs. Reaney, Neafie & Co. were not of the same political creed, whom I know by reputation, and it is proper to say it is of the highest character.

I am ignorant of the merit of the respective plans for the engines for the new war sloops now being built, and therefore it does not become me to recommend either.

Very respectfully, your obedient servant,

J. B. BAKER.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

PHILADELPHIA, *November 15, 1858.*

SIR: The undersigned, having been informed that efforts are made to cause the Navy Department to introduce into the steam propeller sloop-of-war under construction at this port, under the direction of Mr. Griffith, machinery not in accordance with his views, beg leave most respectfully to represent that the reputation of this city must be benefited or injured by the success or failure of this vessel, and they therefore hope that you will cause to be carried out the plans of machinery approved by him.

With great respect,

W. C. PATTERSON.
JNO. G. BRENNER.
R. PATTERSON.
C. MACALESTER.
C. H. FISHER.
THOMAS ROBINS.
JOY PATTERSON.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

[A similar letter to the above, *addressed to the President*, on file in Navy Department.]

PHILADELPHIA, *November 15, 1858.*

MY DEAR SIR: Within the last few days I have heard that Messrs. Norris Brothers have applied for some of the government work connected with the new steamers. Their skill as mechanics is known throughout the world, and they were the first to introduce upon the

continent of Europe the use of American locomotives. They have been and are my very good friends, active, zealous, and disinterested democrats; their establishment is within my district, where they employ many hundreds of operatives, who, under their exerted influence, were valuable members of our party during our late disastrous campaign. The first and the third districts have already such work, and it would gratify me exceedingly if mine (the fourth district) were as well taken care of.

The merits of the Messrs. Norris, my sincere conviction that they will be faithful to government, and a desire that my term of service shall be marked by something useful to my district, induce me thus to trouble you.

Very respectfully, your friend and servant,

HENRY M. PHILLIPS.

His Excellency JAMES BUCHANAN,
Washington.

PHILADELPHIA, *November 15, 1858.*

MY DEAR SIR: I understand General Wm. Norris, of the celebrated locomotive works of this city, will be a bidder for building the machinery of one of the steamers now in course of construction. I have been a near neighbor and have known Messrs. Norris & Brothers for many years, and take great pleasure in recommending them, both to make the kind of machinery wanted and to their being the most influential and liberal democrats to the party in this city.

If they are successful in getting the work I know it will give general satisfaction to the public and to more democrats than any other house in this city.

I know of no other establishment so deserving of patronage from the government as Messrs. Norris & Brothers, and hope they may be successful.

Very respectfully, yours, &c.,

JOHN G. BRENNER.

The PRESIDENT of the *United States.*

PHILADELPHIA, *November 15, 1858.*

DEAR SIR: In answer to your inquiry as to the effects produced on the steering qualities of vessels by any lateral action of propellers, I would state that until now I never had any such question raised. My own observation and all scientific books on the subject ignore the existence of such action. Please note the following facts: The propeller International, on Lake Erie, had one screw at her stern, its diameter seventeen feet, and the load line draught but eight feet, the centre of the shaft being two feet above the water line. The propeller Buffalo, at the same place, had one screw, fifteen feet diameter; when loaded, the centre line was but a few inches below the water. The propeller Oriental was in 1854 fitted with a screw

of twenty-two feet diameter, while her load line was but eleven feet, leaving her centre of shaft two feet above water. This vessel did not steer well, and they put a new screw upon the same shaft, four feet less in diameter, when the evil was corrected. I trust that these extreme cases, and the fact that just such screws are now being applied, will answer any objections that may be raised against two screws, wholly submerged, revolving one way.

Yours truly,

JOHN W. GRIFFITHS.

WM. NORRIS, Esq.

PHILADELPHIA, *November 16, 1858.*

SIR: I have heard within the last few days that Messrs. Norris Brothers have applied for some of the government work, and I take pleasure in saying to you that I know none, in my opinion, more competent, deserving, and reliable.

Their establishment is within the district represented by me, and nearly all of their operators (hundreds in number) are my constituents; they have but poor prospects for the coming winter unless the government can aid them by allowing some of the work to be done by Messrs. Norris.

Messrs. Norris are good democrats, willing and faithful members of the party who, "through weal and through woe," have labored zealously for its success.

Their fame as mechanics is world-wide, and they are men of high character, and it will be to the fourth district a matter of essential service for them to succeed in their present application.

Personally, mechanically, and politically meritorious, if their proposal is not extravagant, I earnestly hope that it will be accepted.

Very respectfully, your obedient servant,

HENRY M. PHILLIPS.

Hon. SECRETARY OF THE NAVY,
Washington.

PHILADELPHIA, *November 16, 1858.*

DEAR SIR: I am informed that Messrs. Norris Brothers, of this city, are applying for some work connected with your department.

I know no men better entitled to receive the attention of a democratic administration than those composing this firm. With a world-wide celebrity as machinists of the first class, they have also been known as democrats who have never faltered in their active and earnest devotion to the cause—men who, amidst the very howling of the tempest raised by the opposition, are more energetic and determined in their support. I trust that the claims of these gentlemen, who are so well qualified to perform whatever they may undertake, and who are so deserving as democrats, will not be overlooked.

Very respectfully, yours,

JOHN HAMILTON, JR.

Hon. ISAAC TOUCEY, *Secretary of the Navy.*

OFFICE OF ENGINEER-IN-CHIEF,
Washington, November 18, 1858.

SIR: In compliance with your request, I have made a careful examination of the plans of engines and propellers presented by Mr. Wm. Norris and Messrs. Reaney, Neafie & Co. for the ten feet draught steam sloop building at Philadelphia, and respectfully submit the following as my opinion of their merits:

Mr. Norris' circulating air-pumps are single acting, while Reaney, Neafie & Co.'s are double acting. Double acting air-pumps have several advantages over single acting ones for engines intended (as these are) to make at least forty revolutions per minute. Indicator diagrams taken from the top of single acting pumps show, at or near the termination of the stroke, that a very considerable strain is thrown on the air-pump bucket and its connexions.

The piston of double acting pumps being only one-half the area of single ones, there is only one-half the total strain, and this is distributed over the whole stroke, instead of being concentrated just at the end of it.

Mr. Norris' plan of working the air-pump is by an additional crank placed on the end of the main crank shaft, which transmits motion to a vertical lever secured to an additional horizontal shaft, and upon the other end of which is secured a double horizontal lever to which the air and circulating pumps are attached and worked. Reaney, Neafie & Co.'s double acting pumps are connected direct to the steam piston, and the number of pieces of machinery used by them in transmitting motion to the pumps are four in number, while Mr. Norris uses for the same purpose ten pieces.

The passages for condensing water from circulating pump marked N in Mr. Norris' drawings are of about one-fifth the area of the pump; consequently the water would have to be forced through them at a velocity of five times that of the pump buckets, which would bring a very great and unnecessary strain on the pump bucket and connexions, and would, in my opinion, be unsafe for any length of time at sea.

Mr. Norris transmits motion to the two-bladed propellers by a large cog-wheel and two pinions, which would cause the propellers to rotate in the same direction. Reaney, Neafie & Co. use a large cog-wheel and three pinions to transmit the motion to two four-bladed propellers, which causes them to rotate in opposite directions.

I consider Reaney, Neafie & Co.'s plan of engines decidedly preferable, for the reasons above given, to Mr. Norris'; also that screws of four blades of small diameter, as in this case, are more efficient propellers than those of two; and when two screws are used they would act more efficiently rotating in opposite directions, and from midships to starboard and port, or outboard from the centre line.

Although Mr. Norris' bid is the lowest, and his plans have been approved by one-half of the board of engineers, I cannot recommend the department to award him the contract, unless he will consent to modify his plans by adopting double-acting air and circulating pumps

and increased condenser passages for condensing water, and will submit drawings, to be approved of by the department, delineating said alterations.

As the projector of the vessel has approved of two-bladed propellers revolving in the same direction, and as it is presumed he will be held responsible that the speed of the vessel will be in proportion to the indicated power developed by the engines, these two points (although opposed to my views of efficiency) might be yielded to him.

I am, very respectfully, your obedient servant,

SAMUEL ARCHBOLD,
Engineer-in-Chief.

HON. ISAAC TOUCEY,
Secretary of the Navy.

NAVY DEPARTMENT, *November 18, 1858.*

SIR: The department is desirous of submitting to a board of gentlemen in civil life conversant with steam machinery certain questions. I should be glad to avail myself of your experience, and, if you accept this invitation to be a member of the board, will thank you to be present in Washington next Tuesday.

The board will be allowed ten cents a mile for travel and a reasonable per diem.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

CHARLES W. COPELAND, Esq., *New York.*

A similar letter to the above was sent to Washington Jones, esq., Philadelphia; Philip L. Mars, esq., Locomotive Works, Boston; Charles Reeder, Baltimore; Erastus Smith, New York.

NAVY DEPARTMENT,
November 27, 1858.

SIR: The department is desirous of submitting to a board of gentlemen in civil life conversant with steam machinery certain questions. I should be glad to avail myself of your experience, and, if you accept this invitation to be a member of the board, will thank you to be present in Washington at the earliest practicable moment.

The board will be allowed ten cents a mile for travel, and a reasonable per diem.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

MR. MILES CORRYELL,
Superintending Engineer, Morgan Iron Works, New York.

WASHINGTON, November 2, 1858.

DEAR SIR: I beg leave respectfully to ask your kind consideration to the following:

When I had the honor of presenting my proposals for the machinery for the steamer of ten feet draught, now building at the navy yard, I believed that I would be the only person proposing for the same, inasmuch as the machinery differed greatly from all other now in use.

I concluded, also, that you were aware of the fact that the ship and machinery were a unit, *sui generis*, and had been most carefully adapted, the one to the other, for the purpose of obtaining great speed and great strength.

Mr. Griffith and myself have passed many weeks and months in perfecting this combination of vessel and machinery.

You saw fit, in your good judgment, to give an opportunity to other parties to amend their proposals for this ship, and now, having had the advantage of taking all my points and lines, as well as knowing my price, they will present their amended proposals for machinery that may apparently be different in form, but in reality composed of the same essentials, which have cost me so much labor and time.

I have never solicited in any manner, direct or indirect, the good feelings or interest of any of the engineers of the government in my behalf. I had never known nor seen Mr. Archbold, nor any of the late examining board of engineers, until after their reports were made upon my drawings and plans. Nor did I think it prudent to seek introductions to them. I preferred resting upon the drawings themselves as a proof of their value, and also upon my *high reputation* as an engineer, fully established and acknowledged in Europe and America for over twenty-six years. By my unaided exertions, in the year 1837, I raised the character of the United States as manufacturers of steam machinery, by selling to English railroads seventeen of my locomotives, and more than three hundred to the railroads on the continent, all built by me in Philadelphia. The present locomotive now in use all over the world is my own invention, and from the combination of my proposed machinery with the ship now building by Mr. Griffith, I know I shall have similar results, and thus furnish a war vessel which will be stronger and swifter than any now afloat, and which will become the model for all future vessels. I therefore pray you, my dear sir, to give me this opportunity of proving my words, and of furnishing a steamer that shall give credit to our country and lasting honor to yourself as the author.

On the score of politics, which I have never mentioned before, I have greater claims upon the government than my competitors. Our shop at Bush hill, Philadelphia, was the first institution in this country that raised the banner of Buchanan and Breckinridge. The day after the nomination we raised the standard with full length portraits of the President and Vice President, and at the election our shop furnished 764 votes for them. Notwithstanding the present monetary depression, we gave 312 votes for the administration at the last election. We have supported the party with material aid, by thousands of

dollars, and worked hard, as any of the party in Philadelphia will testify.

Now, my dear sir, our competitors in Philadelphia were most violent working opponents against the present administration, as is well known in Philadelphia..

But I rest my claim upon my drawings, believing that they will have the preference with the board of examiners, if justice be adhered to.

I again beg you to consider that Mr. Griffith and myself have calculated closely all the points of combination of ship with machinery, to make it more perfect in every quality than any other vessel afloat.

Your obedient servant, very respectfully,

WILLIAM NORRIS.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

PHILADELPHIA, *November 15, 1858.*

DEAR SIR: In my short absence from Washington I have not been able to hear of any vessel that has two screws revolving in one direction, but I have ascertained *why* they run them in different directions, and you will at once see that it was purely as a matter of economy in the construction of the engine, and had nothing whatever to do with any difference of effect produced by the propellers. Please look at this tracing of the simple form of engine used by Ericsson and others for two screws; it has neither guides nor parallel motion to guide its cross head, but the two cranks revolving in opposite directions preserve it in perfect line.

[See drawing.]

It was to enable him to use this form of engine that Ericsson turned his propellers in opposite directions, and for this reason only Mr. John H. Towne, the eminent engineer in Philadelphia, now retired from business, and well known to the chief of the Bureau of Construction, has given Mr. Griffith his opinion of his method of propelling by two screws; his letter I annex. Mr. T. constructed for Ericsson many of his first vessels, and was intimately acquainted with his views, and well versed in screw propulsion generally. Mr. T. says he has yet to learn that the action of a screw is unequal; that if not unequal, it must propel in a direct line; that if it propels in a direct line, as is universally admitted, it is immaterial whether it revolves from right to left or the opposite. In a treatise on the screw propeller, published by John Boume, London, 1852, he never alluded to any lateral action of the propeller; at page 110, he says that in the action of the screw in propelling the water is thrown back in the figure of the frustum of a cone, with the small end against the screw as sketched,

[See drawing.]

the rudder-post interfering in this case with the action of the screw. In Griffith's vessel it will be as follows, with no object

[See drawing.]

to interfere with the action of the propeller.

Very respectfully, your obedient servant,

WILLIAM NORRIS.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

PHILADELPHIA, November 15, 1858.

DEAR SIR: My opinion is asked as to whether two screw propellers placed just forward of the stern-post of a screw steamer, and *both revolving in the same direction*, would have any more tendency to force the stern of the vessel round, and thus affect her steering, than a single propeller placed in the dead wood—the propeller in both cases being wholly immersed.

In my opinion, there would be no tendency in either case to force the stern of the propeller round, and the effect of the two propellers, one on each side of the stern-post, would be the same, in this respect, as that of a single propeller in the dead wood. I may add that eleven hundred horse-power applied to two propellers nine and a half feet diameter, one on each side of the stern-post, will be very much more effective than if a single propeller of the same size be used, chiefly because of the greater amount of surface obtained.

Very respectfully,

JOHN H. TOWNE.

J. N. GRIFFITH, Esq.

WASHINGTON, November 25, 1858.

SIR: I beg leave respectfully to submit that Messrs. Reaney, Neafie & Co. are legally debarred from receiving the award of contract for machinery for steam propeller of ten feet draft, because they failed to comply with all the requirements of the law in not furnishing in their specifications the following:

1. The consumption of coal per horse-power and per day;
2. Working power of steam;
3. Weight of machinery;
4. Centre of gravity of machinery;
5. Area of foot valves;
6. Surface of propeller;
7. Kind of propeller;

8. Non-compliance with measurements furnished them by the department. The space taken for their engines exceeds the space allowed in the midship section of ship *furnished them* by the department. At and during the examination of their plans and specifica-

tions by the late board of engineers, the foregoing eight requirements of the law were missing.

I beg to call your attention also to a serious defect in the machinery proposed by Messrs. Reaney, Neafie & Co., viz:

The fresh water air-pump is worked by one engine and the salt water air-pump by the other—a bad feature, because, if the engine working the fresh water pump gives out, the other engine may work, but all the water used in the boilers will be salt, while if the engine working the salt water air-pump breaks, then both engines are disabled entirely, and the ship left without steam power.

The "San Jacinto," on her return trip, broke her rock-shaft near Cape Town, but each engine being complete she worked first rate.

Your obedient servant, very respectfully,

WILLIAM NORRIS.

HON. ISAAC TOUCEY,

Secretary of the Navy.

PHILADELPHIA, November 26, 1858.

DEAR SIR: In reply to your favor of this date, I have the honor to inform you I have had much experience in the construction of upwards of one hundred propeller steamers of light draught, and in some of them the propellers were from one-half to entirely submerged.

I am satisfied, by practical results, that it will make no difference whether the propellers turn one way or contrary motion to each other on the steering of the vessel. I have not observed any sideway or lateral motion when the vessel is fairly under way.

With many respects, yours, &c.

R. T. LOPER.

J. W. GRIFFITH, Esq., *Washington, D. C.*

No. 100 NORTH MOORE STREET,
New York, November 27, 1858.

DEAR SIR: I have been engaged in the building of propeller steamers for the past ten years, during which time I have constructed some twelve or fifteen, mostly light draught of water.

I have examined your plan of propelling with two screws turning one way, and have no hesitation in saying that the vessel will steer as well as if the propellers turned in opposite directions. In using two propellers I used a form of vertical engine that required the screws to turn in opposite directions so as to guide the piston rod; this was done for economy of first cost, and for no other reason.

Respectfully yours,

GEORGE BIRKBECK, JR.

J. W. GRIFFITH, Esq.

OFFICE DELAMATER IRON WORKS,

FOOT OF WEST THIRTEENTH STREET,

New York, November 27, 1858.

DEAR SIR: I have examined your plan of propelling with two propellers, one either side, both turning the same way, and have to remark that at this establishment have been built during the last sixteen years over eighty propeller vessels, and have not observed any lateral motion in the propeller when the vessel is in motion, and hence I cannot see any reason why the two propellers as used by you should not produce as good an effect in propelling as with one propeller in the dead wood.

Yours, truly,

C. H. DELAMATER.

JOHN W. GRIFFITH, Esq.

PHILADELPHIA, *November 27, 1857.*

DEAR SIR: I understand that R. N. & Co. have obtained from Captain Ericsson a letter addressed by him to a Mr. Ellis, in which, for vessels of *light and variable draught*, he advises that the screws should revolve in opposite directions. This Mr. Ellis (if such a man exists) did not send Captain Ericsson length, breadth, depth or type of my model, nor did he send midship section, or draught of water. My model is of light, but *not variable* draught, nor will she pitch about, these qualities belong to narrow, deep vessels. My model is wide and shoal and consequently of uniform draught and very stable. Stability is my great point.

Yours, truly,

J. W. GRIFFITH.

WM. NOBBIS, Esq.

WASHINGTON, D. C., *November 27, 1858.*

DEAR SIR: I beg leave to enclose the diagram and letter of Captain Ericsson, together with a list of authorities, to all of which I respectfully call your attention.

I am, very truly, your obedient servant,

W. H. WITTE.

Hon. ISAAC TOUCEY,

*Secretary of the Navy, Washington, D. C.*NEW YORK, *November 24, 1858.*

SIR: In reply to your communication regarding screw propellers I have briefly to say that the mode adopted in figure 1 of your sketch is inadmissible for vessels of light and changeable draught of water, unless the pitch of the screw is reduced to a degree objectionable on

practical considerations. The *principle* of movement exhibited in figure 2 is correct, but the *detail* is very defective. The driving shaft, instead of being placed at a great elevation, and far from the centre line of the vessel, should be brought nearly on a level with the propeller shafts, and almost in the vessel's centre line. It is obvious that your arrangement subjects the axis of the intermediate pinion to a pressure *twice* as great as the force on the cogs, whilst the axis of the pinion, which I have delineated in your sketch, only receives $\frac{55}{100}$ of that force, the reduction of strain thus effected being in the ratio of 200.55. You will be convinced of this fact on ascertaining that the cosine of the angle contained by the radial lines marked on the sketch is just $\frac{45}{100}$ of the radius of the large intermediate pinion which I have introduced. I need hardly observe that the reduction of pressure on the journals of the intermediate pinion enables you to reduce their diameter in proportion, so that the friction may be reduced to less than $\frac{1}{8}$. But the size of the pinion has been nearly doubled, and hence it will make only half as many turns in a given time thereby diminishing the friction under consideration to about $\frac{1}{16}$. It may be readily proved that the introduction of a pinion, as I have shown, will not absorb one per cent. of the aggregate motive power applied to the true propeller.

The advantages of giving a contrary motion to the propellers in vessels of light variable draught, or in a sea way, are too obvious to need any demonstration.

Very respectfully,

J. ERICSSON.

W. B. ELLIS, Esq., *Philadelphia*.

[See drawings.]

Authorities in favor of the contrary motion where two propellers are used: Napier, Perkins, Smith, Ong, Taylor, J. Taylor, Ericsson, and all other known writers on screw propellers.

REANY, NEAFIE & CO.,

Per W. B. R.

NAVY DEPARTMENT, *November 29, 1858.*

GENTLEMEN: The department desires you to examine the proposals, &c., which have been submitted by William Norris, esq., and Messrs. Reaney, Neafie & Co., for the steam machinery of the screw propeller sloop-of-war, building at Philadelphia by the government upon Mr. Griffith's plan, and to express, in writing, which of the two is preferable for the proposed purpose.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Messrs. ERASTUS W. SMITH, WASHINGTON JONES, and MILES CORYELL, *Washington*.

Reports of Messrs. Smith, Jones, and Corryell on the machinery for the Griffith ship.

NAVY DEPARTMENT,
Washington, December 2, 1858.

SIR: In obedience to your orders to examine the proposals, plans, &c., which have been submitted by William Norris, esq., and Messrs. Reaney, Neafie & Co., for the steam machinery of the screw propeller sloop-of-war building at Philadelphia by the government, upon Mr. Griffith's plan, and to express, in writing, which of the two is preferable for the proposed purpose, we have the honor to report:

After a careful examination of the drawings and specifications submitted by both parties, we have no hesitation in recommending the plan submitted by Mr. Norris as being preferable, and the following are the principal reasons for our choice:

While the engines are of the same capacity and power, and equally accessible for management and repairs, they occupy five feet less space athwartships.

The speed of the circulating and air-pump buckets is materially less than that of the pistons of the steam cylinders, having no direct connexion thereto, but are worked by the main shaft so that the disabling of either engine does not prevent the effective operation of either pump or the efficiency of either condenser.

The arrangement of the gearing is simple. The wheels, although not occupying more space, are of a greater diameter, thereby promising more durability from the consequent lessening of angular action of the cogs and teeth.

The propellers are as efficient as those having a "curving of the wings of the screw propeller in a direction perpendicular to the axis," and, being true screws, possess the advantage of greater efficiency in backing.

The arrangement of gearing rotates the propellers in the same direction, but, after a most careful consideration of the probable effects on the steering of the vessel, we can see no reason why the lateral action should be greater with two submerged propellers, situated equally distant on either side of the dead wood, and rotating in the same direction, than that of one propeller situated in the dead wood, the pitch and power applied in either case being the same.

In the construction of the chamber for the reception of the tubes of the surface condenser, we recommend that it be so made that, while it will afford the application of the plan of tubes and their attachments, as illustrated in the drawing submitted, it shall also admit of the application of the tubes and their attachments of other plans of surface condensers, should the Navy Department at any future time desire to make such substitution.

All of which is respectfully submitted by, sir, your obedient servants,
ERASTUS B. SMITH,
WASHINGTON JONES.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

WASHINGTON, December 1, 1858.

DEAR SIR: In accordance with your desire, I have made an examination of the drawings and specifications by Messrs. Reaney, Neafie & Co., and William Norris, esq., engine builders in the city of Philadelphia, and bidders for the machinery of the small sloop-of-war building at the United States navy yard in that city, do most respectfully submit my approval of the plans and specifications by Messrs. Reaney, Neafie & Co., as compared with the other; the following objections being apparent in the William Norris plans, which are not to be found in the other plans by Reaney, Neafie & Co:

The boilers are two feet longer than necessary for the given heating surface.

The condenser is a new and untried plan, so far as relates to marine service, is liable to derangement after a few months' use, and consequent inefficiency.

The pumps for salt and fresh water are single acting, causing strains upon the engines, which are lessened by the use of double acting pumps, besides the additional parts to work this plan of single acting pump.

The two-bladed screws, rotating in the same direction, present a most serious objection to the plans, on account of the lateral motion that will be given to the stern of the vessel. Four-bladed screws will give more efficient propelling power, and rotating in opposite directions counteract all lateral effort upon the stern.

Fully appreciating the confidence you have reposed in me, I have endeavored to arrive at correct conclusions in the matter you have submitted to my judgment, and feel confident that future experience will sustain my views.

Very respectfully, your obedient servant,

MIERS CORRYELL.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

WASHINGTON, December 21, 1858.

SIR: I beg leave to add to my specifications now before the department for machinery for the ship under construction at the Philadelphia navy yard, by Griffith, naval constructor *pro tempore*, (reserving the right to modify certain parts of said machinery,) the following:

1. I guaranty the speed of the ship twenty miles per hour.
2. The cost of the machinery shall be one hundred and eighty thousand dollars, (\$180,000.)

If, upon the trial trips, the ship does not make the speed of twenty miles per hour, there shall be a reduction of \$10,000 from the cost price, for each and every mile lacking the speed of twenty miles per hour as guaranteed, reducing the cost as follows, viz:

For a speed of 19 miles, \$170,000; for a speed of 18 miles, \$160,000; for a speed of 17 miles, \$150,000; for a speed of 16 miles, \$140,000; for a speed of 15 miles, \$130,000; &c., &c., &c.

Your obedient servant, very respectfully,

WILLIAM NORRIS.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

WASHINGTON, D. C., *December 9, 1858.*

DEAR SIR: We are informed that our proposition to give you fifteen miles per hour, as the speed of "Norfolk ship," in case the contract is awarded to us, has not been deemed worthy of notice by the board of engineers.

That it should have escaped their observation is impossible, and that it should be regarded as unworthy of comment is, to say the least, most extraordinary.

We have always supposed, and we learn from your report just issued, that the aim of your department was and is "to combine speed and power with strength in the highest practicable degree."

We beg leave, therefore, most respectfully to call your attention to that feature in our proposal which affords you a guaranty of a rate of speed never before attained by any vessel built for warlike purposes by this or any other government.

We have the honor to be, your obedient servants,

REANY, NEAFIE & CO.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

P. S. We beg leave also to say that we will stipulate for even a higher rate of speed for the ship now building at the Philadelphia station, known as the "Griffith ship."

R. N. & CO.

WASHINGTON, D. C., *December 22, 1858.*

DEAR SIR: The undersigned submit, in explanation of their proposal for the construction of the machinery for the steam propeller now building at the Philadelphia station, known as the "Griffith ship," the following, viz:

That they will stipulate, in case the contract is awarded them, for a speed, under favorable circumstances, of sixteen miles per hour on the trial trip, under a forfeiture of \$15,000, if fifteen miles only is attained, or \$7,500 for each half hour between fifteen and sixteen miles which they fail to accomplish.

Yours truly,

REANEY, NEAFIE & CO.
By W. H. WITTE.

Hon. ISAAC TOUCEY,
Secretary of the Navy, Washington, D. C.

OFFICE OF ENGINEER-IN-CHIEF,
Washington, December 21, 1858.

SIR: In compliance with your verbal order, I have carefully examined the proposals for speed of Mr. William Norris, of the 21st instant, and Messrs. Reaney, Neafie & Co., of the 22d instant, to furnish steam machinery for the ten feet draught screw steam sloop-of-war building at the Philadelphia navy yard, and have the honor to report:

Mr. Norris' offer is as follows, reserving the right to modify his plans, that the speed of the vessel will be twenty miles per hour and price \$180,000; and if upon the trial trip this speed is not obtained, there shall be a deduction of \$10,000 from the cost price for each and every mile lacking the speed of twenty miles per hour, as guaranteed, reducing the cost as follows:

For a speed of nineteen miles per hour, \$170,000; for a speed of eighteen miles per hour, \$160,000; for a speed of seventeen miles per hour, \$150,000; for a speed of sixteen miles per hour \$140,000; for a speed of fifteen miles per hour, \$130,000.

Messrs. Reaney, Neafie & Co. offer to contract that (under favorable circumstances) on the trial trip they will guaranty a speed of sixteen miles per hour, price \$139,000, and will forfeit \$15,000 if fifteen miles per hour only is attained, or \$7,500 for each half mile between fifteen and sixteen miles per hour which they fail to accomplish.

It will be seen by the above proposals that for sixteen miles per hour Mr. Norris' price is \$140,000, while Reaney, Neafie & Co.'s is \$139,000, or \$1,000 less, and for fifteen miles per hour the former's price is \$130,000, and the latter's \$124,000, or \$6,000 less.

With regard to the proposal for twenty miles per hour, as an engineer, it is my opinion that efficient condensing marine engines and dependencies to produce this speed for a reasonable length of time by this vessel, with all the necessary equipments on board ready for sea at the load draught of water, would occupy so much space as to make it totally inefficient as a cruising vessel-of-war, and entirely inadmissible.

Being also of the opinion that, with steam machinery in this vessel of good design and well executed, a speed in smooth water of fifteen miles per hour may be obtained, and as Messrs. Reaney, Neafie & Co.'s bid for this speed (\$124,000) is \$6,000 less than Mr. Norris', I consider it would be to the public interest to award this contract to them, with the distinct understanding that if any slight modification of their present plans is considered necessary by them to fulfill the contract, that no increase of space for the steam machinery be allowed; that the stipulated speed is to be performed during at least six consecutive hours at the load draught of water, the successful performance at sea for three months guaranteed, and that during the trial trip the engines, boilers, and dependencies are not to be subjected to any undue strain or pressure to produce the stipulated speed.

I am, very respectfully, your obedient servant,

SAM'L ARCHBOLD,
Engineer-in-Chief.

HON. ISAAC TOUCEY, *Secretary of the Navy.*

WASHINGTON, *December 28, 1858.*

DEAR SIR: I have this day presented to Hon. Secretary, Mr. Toucey, an affidavit, a copy of which I enclose herewith. All the statements contained therein will be proven under oath by engineers of the United States navy and other respectable parties. I am satisfied that the honorable Secretary has been deceived and is now deceived by false representations, otherwise he could not withhold from me the award of contract, to which I am entitled by the universal rulings of the honorable Secretary and the established legal usages of the department.

I have the honor to be your excellency's obedient servant, very respectfully,

WILLIAM NORRIS.

His Excellency JAMES BUCHANAN,
President of the United States.

Affidavit.

William Norris, civil and mechanical engineer, a resident of Philadelphia, being duly sworn, doth depose and say, viz :

On the eighth day of September last, he presented to the honorable Secretary of the Navy, plans, specifications, and price for the machinery of steam propeller, 10 feet draught, building at the Philadelphia navy yard, which said plans, &c., were exhibited before a board of engineers of the navy, but no decision was arrived at, at that time. That the honorable Secretary then gave to all other bidders time until the 2d November following, to answer their plans and to make new proposals. That soon after these events, deponent was informed that Rainey, Neafie & Co., of Philadelphia, were in possession of copies of his plans. That deponent went to Washington and informed the honorable Secretary of the Navy of this fact. That the honorable Secretary assured him that no officer of the bureau would dare do such a thing as to show plans, under the circumstances by which these plans were retained by the department.

That notwithstanding the good faith and intentions of the honorable Secretary, the engineer-in-chief of the navy obtained possession of these plans and drawings, and did publicly exhibit the same in his office during the month of October last.

That copies of parts of said drawings of this deponent and other information of deponent's plans have been furnished to Reaney, Neafie & Co. from the office of the engineer-in-chief of the navy, which have been closely imitated by Rainey, Neafie & Co., and in some cases exactly copied.

That the members of the board of engineers convened on the 2d of November were influenced by the engineer-in-chief, who advocated with great perseverance the plans of Reaney, Neafie & Co., and that in consequence of his positive declarations, two of said members were induced to withhold their favorable report of this deponent's plans, &c., &c.

That one member of said board has stated, since his report was made to the honorable Secretary of the Navy, "that the inaccurate assertions of the engineer-in-chief caused him to change his favorable report which he had decided to make in favor of this deponent."

That one member of this board who reported favorably on said plans of this deponent was asked by the engineer-in-chief what his report was, and when he told him that it was favorable to deponent, the engineer-in-chief replied, "*That he had got himself into a scrape for making such a report.*"

That, according to the universal ruling of the honorable the Secretary of the Navy, and to long established custom, Messrs. Reaney, Neafie & Co. are legally debarred from receiving the award of contract, because they have failed to comply with *all* the requirements of the law in not furnishing in their specifications, viz:

1. Consumption of coal per horse-power or per day.
2. Working power of steam.
3. Weight of machinery.
4. Centre of gravity of machinery.
5. Area of foot valves.
6. Surface of propeller.
7. Kind of propeller.

8. The space taken for their engines exceeds the space very considerably allowed in the midship section of ship furnished to them by the department, and, if so carried out, will destroy the efficiency of the ship.

9. The security offered by them for the execution of the contract is very far from being sufficient; one of said securities being their chief clerk, the other a hand on weekly wages.

The foregoing delinquencies were observed and accurately noted, at the examination by the board of engineers, convened on the 2d of last month.

The honorable Secretary appointed a third board of examiners, consisting of three civil engineers, whose report was as follows: Two of said board reported in favor and one against this deponent. This result, being a clear majority, according to the honorable Secretary's ruling, and according to law, entitles this deponent to the award of contract. This deponent therefore claims the award of contract, based upon the general advertisement and upon the specifications as presented and acted upon by the board of civil engineers, at the price stated in deponent's specifications, which is \$13,000 less than Reaney, Neafie & Co.

Should the honorable Secretary desire increased speed—greater than the speed I guaranty for the ship, which I here guaranty shall be 15 miles per hour—I will, with few modifications to the details of machinery, guaranty the following speeds at the respective following prices, viz:

20 miles per hour, at a cost of.....	\$175,000
19 miles per hour, at a cost of.....	165,000
18 miles per hour, at a cost of.....	155,000
17 miles per hour, at a cost of.....	145,000
16 miles per hour, at a cost of.....	<u>135,000</u>

I make the foregoing affidavit, conscious of its truth, and believe it to be a duty to myself and to my reputation, and also with a view to impress it upon the mind of the honorable the Secretary of the Navy, to obtain from him the award to which I feel myself entitled.

WILLIAM NORRIS.

WASHINGTON, *December 28, 1838.*

Sworn and subscribed to before me, a justice of the peace in and for the county of Washington and District of Columbia, the 28th day of December, 1858.

JOHN S. HOLLINGSHEAD,

Justice of the Peace.

NAVY DEPARTMENT, *December 29, 1858.*

SIR: The department has received an affidavit from Mr. William Norris, of which the following is an extract:

"That copies of parts of said drawings of this department and other information of deponent's plans have been furnished to Reaney, Neafie & Co., and in some instances exactly copied."

The department makes the communication to you that you may offer such explanations as you may deem proper.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Messrs. REANEY, NEAFIE & Co.,
Philadelphia, Pa.

PHILADELPHIA, *January 1, 1859.*

SIR: We have the honor to acknowledge the receipt of your communication of the 29th ult., containing an extract from an affidavit made by one William Norris, embracing, as we understand it, a charge against the department of the engineer-in-chief of having furnished to us copies of parts of drawings, and other information touching plans submitted by him for steam machinery, and against us with having closely imitated and in some instances exactly copied them for our own use.

In reply, we beg leave to submit the following affidavit and argument:

CITY OF PHILADELPHIA, }
State of Pennsylvania. }

We, Thomas Reaney and John P. Levy, members of the firm of Reaney, Neafie & Co., and William B. Reaney, employed in the drawing department of said firm, being severally and duly sworn, do depose and say:

φ 318 φ 318 φ
I 'A' I 'A' I
I 'V' I 'V' I

That no copies or parts of drawings of one William Norris, touching his plans for machinery, have been furnished us from the office of the engineer-in-chief of the navy or from any other source, either directly or indirectly, in any manner or form whatever.

That we have not imitated in any way, or copied in any form, any plans, drawings, or ideas of the said William Norris.

THOMAS REANEY,
JOHN P. LEVY,
W. B. REANEY.

Sworn to and subscribed before me, the 1st day of January, A. D. 1859.

JOHN CLOUDS, *Alderman.*

We avail ourselves of the privilege you afford us to make some explanations in reference to the substance of the affidavit herewith transmitted.

We confess, in the first instance, our surprise at the proceedings which Mr. Griffith, Mr. Norris, Mr. Merrick, and other gentlemen composing the combination, (formed not only against us, but against the department,) have seen fit to institute.

In the first place it is susceptible of proof that Mr. Griffith was willing, and, indeed, expected, that all the information he had afforded Mr. Norris, to the exclusion of others, should be given to competitors for making the machinery for the ship by the department itself.

It is quite well understood that Mr. Griffith directed the making of Mr. Norris' plans, refusing to afford to any other house the least information upon the subject, and treating with official insolence those who approached him with reference to it.

In the next place it is by no means complimentary to an experience of sixteen years, employed in the construction of more than three hundred steamers, to suppose that we would be likely to ask, much less improperly obtain, ideas from persons who had neither shop nor tool and who have never constructed a marine engine of any kind.

If there is the least similarity in plan it must be the result of a mere coincidence; or if not so, it is much more likely that it was derived from the same source from which the eight points contained in Mr. Norris' criticisms on our drawings were obtained. There is, however, one material difference, which is a matter of street talk, and, among men of science, a subject of common ridicule. We allude to the difference in the use of the propeller wheels.

Our conversation with you when Mr. Norris submitted the papers alluded to was of such a character that we beg leave to call your attention to it. We then declined to see Mr. Norris' plans because we thought it might possibly be construed into ground for improper remark, although Mr. Norris had just submitted to you a paper containing a description of some parts of our plans. How this was obtained we are not supposed to know, but we have too much confidence in the integrity of the engineer-in-chief not to exonerate him from any complicity in the affair.

We believe, however, that if you feel disposed to investigate this charge you will find that the offence is quite small compared with others committed by those who, having been corrupted themselves, are now seeking covertly to disgrace the department from whom they derive their power, and whose authority and power it is their duty to support. In all our intercourse with your department we have avoided or sought to avoid any connexion with any of your officials which might be construed into an effort to obtain their favor.

We have not only not sought to copy the plans of Mr. Norris or those of any other person, but we have carefully avoided copying the example of those who, whilst bidders for contracts from your department, have gone to New York and elsewhere, and, by the most abject appeals and disgraceful propositions, have sought to corrupt the authority and counsel on which you relied for honest and correct information.

We regret the bitterness of personal feeling which has given rise to this controversy; it was unsought by us, and will not now be evaded. We shall, at no distant day, take the necessary steps to investigate the whole affair, not so much to vindicate our own reputation from the foul aspersions of a band of unscrupulous speculators and adventurers, as to expose and stamp their own infamy and disgrace.

Mr. Neafie, of our firm, is absent from the city; on his return we will forward to you his affidavit, which you will receive on Tuesday morning next.

Appreciating and estimating properly, as we believe, your earnest desire to secure for your department its best interests, we express our abiding confidence in your fearless impartiality and your determination to vindicate the truth and the justice and equity of the case.

We have the honor to be, sir, your most obedient servants,

REANEY, NEAFIE & CO.

HON. ISAAC TOUCEY,

Secretary of the Navy.

PHILADELPHIA, *January 3, 1859.*

HONORED SIR: We did expect to send you by to-night's mail our Mr. Neafie's affidavit, but, on account of his not returning home, we judge the death of a near relative in Baltimore is the cause. You shall have it as soon as we can get him home. Chief Engineer Wood, we have every reason to believe, could give you a great deal of information about the combination that is now going on, as they have opened themselves freely to him, supposing that he was their friend. We beg you will have a personal interview with him, as we are satisfied it will be useful to you.

Wishing you a happy new year and many returns, we remain your obedient servants,

REANEY, NEAFIE & CO.

HON. ISAAC TOUCEY,

Secretary of the Navy.

CITY OF PHILADELPHIA,
State of Pennsylvania.

I, Jacob G. Neafie, one of the members of the firm of Reaney, Neafie & Co., being sworn according to law, do depose and say: That no copies or parts of drawings of one William Norris, touching his plans for machinery, have been furnished us from the office of the engineer-in-chief of the navy, or from any other source, either directly or indirectly, in any manner or form whatever; that we have not imitated in any way, or copied in any form, any plans, drawings, or ideas of the said William Norris.

JACOB G. NEAFIE.

Sworn to and subscribed before me, the 5th day of January, A. D. 1859.

JOHN CLOUDS, *Alderman.*

PHILADELPHIA, *December 30, 1858.*

DEAR SIR: Will you be pleased to give your permission to Engineers Everett and Whipple to testify what they know regarding my allegation that my drawings and plans were publicly exposed in the bureau of the engineer-in-chief, and that copies of the same had been furnished from the bureau to Reaney, Neafie & Co., of Philadelphia; and also to testify what knowledge they may have in regard to the other portions of my affidavit presented you on the 29th instant?

Very respectfully, your obedient servant,

WILLIAM NORRIS.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

WASHINGTON, *January 4, 1859.*

DEAR SIR: In the short time I have had to obtain testimony in my case, I have only been able to procure a small portion of that which I have at command for a court of inquiry, yet I have enough to sustain all the charges of my affidavit, and to show you conclusively, viz:

1st. That Mr. Archbold furnished a copy of my plan or plans to Messrs. Reaney, Neafie & Co.

2d. That Mr. Archbold exposed for several days to public view in his office my drawings prior to the board of November 2, and while said drawings were supposed to be under lock and key.

3d. That Mr. Archbold disparaged my plans.

4th. That two members of the civil board of three gave an unmistakable report in favor of my plans.

5th. That Reaney, Neafie & Co. did not furnish, as required by

the advertisement, to the board of November 2 the weight of their machinery or its centre of gravity.

6th. That for machinery reported on as the best, my price was \$13,000 less than that of Reaney, Neafie & Co.

7th. That the guarantors of Reaney, Neafie & Co., Peter G. Rambo and Samuel Rotan, are both employed within the premises of Reaney, Neafie & Co. by them, and therefore legally disqualified from being guarantors.

Very respectfully, your obedient servant,

WILLIAM NORRIS.

Hon. ISAAC TOUCEY,

Secretary of the Navy.

PHILADELPHIA, *December 31, 1858.*

SIR: If it is the wish of the Hon. Secretary of the Navy, I am willing to testify in reference to your proposals for machinery intended for the vessel building under my direction.

First, as to power; second, as to plans.

While I was at Washington, at the call of the department, during the sitting of the first board, I met Mr. Archibold the night before leaving, and a few evenings before the board adjourned, when a conversation took place upon engines for the vessel, during which he gave me to understand that your engines would not produce the horse power required, viz, 1,150. On my return I wrote him, informing him that it was 1,100, and not 1,150 horse power that I had asked for. Enclosed you have his reply.

Second, as to plans: During the interval between the adjournment of the first board and the meeting of the second, Mr. Reaney, of the firm of Reaney, Neafie & Co., called on me in reference to machinery for the vessel, and desiring information. During the interview Mr. Kearney informed me that he had received a tracing, from Washington, of section of the vessel. On questioning him I found that the tracing he had received was one of your plans, showing side elevation, with shaft and propellers. As I had furnished no such drawing, and you had, I was satisfied that the tracing was from your drawing and not mine.

I remain, respectfully, yours,

JOHN W. GRIFFITHS,

Temporary Naval Constructor, Navy Yard, Philadelphia.

WM. MORRIS, Esq.

OFFICE OF ENGINEER-IN-CHIEF,

Washington, September 23, 1858.

DEAR SIR: Your letter of yesterday has been received, and, upon referring to your letters in the department, I find that it is 1,100-

horse power you required to be produced for the propulsion of the sloop you are building.

Your telegram has also been received, and the board has decided that no explanations of Mr. Norris' drawings are now necessary.

Respectfully, yours,

SAMUEL ARCHBOLD.

JOHN W. GRIFFITHS, Esq.,
Naval Constructor.

MORGAN IRON WORKS,
New York, December 31, 1858.

SIR: Your letter of the 30th is received, requesting "I will please inform you when and where I first saw the drawings of the machinery proposed by you for the steam sloop No. 2, building at Philadelphia."

In reply, I would state that I arrived in Washington October 14; that I first saw your drawings, within three or four days of that time, in the office of the engineer-in-chief; previous to which I had no knowledge whatever in regard to them.

In making this statement I am not aware of violating any privacy; but your request being of so simple a character only, induces me to reply other than through the department. I have to ask, however, that in future, should you have occasion to write me upon any matter connected with the present subject, you will not fail to make your communication through the Secretary of the Navy, and trust you will appreciate that the motive is not wanting in courtesy to yourself, or a disinclination to oblige in any reasonable manner.

Very respectfully, your obedient servant,

W. E. EVERETT.

WILLIAM NORRIS, Esq.,
Philadelphia.

PHILADELPHIA, *December 30, 1858.*

SIR: In reply to your letter of to-day, I have to say that I am perfectly willing (if desired by the Hon. Secretary of the Navy) to testify that I saw your drawings, or copies of them, of the machinery proposed by you for the steam sloop building at this station under the direction of Mr. Griffiths, in the office of the engineer-in-chief, on or about the 12th day of October last, and that they were on his table several days.

I am also ready to testify that Mr. Archbold, engineer-in-chief, did endeavor, by his remarks, to disparage these plans.

Respectfully, yours,

JOHN P. WHIPPLE,
Chief Engineer, United States Navy,

WILLIAM NORRIS, Esq.

NEW YORK, *December 31, 1858.*

SIR: In the matter of the steam machinery for the screw sloop-of-war of ten feet draught building at Philadelphia under the superintendence of Mr. Griffiths, my reasons for reporting in favor of the plans submitted by you were as follows:

1. The engines were not as long by five feet as those represented by the plans submitted by Reaney, Neafie & Co., and consequently occupied that much less space in the width of the vessel; the space occupied "fore-and-aft" the ship by your engines was also a few inches less than by the engines proposed by Reaney, Neafie & Co.; hence the space covered and occupied by yours is very considerable less than that occupied by theirs.

2. The arrangement of your "air" and "circulating pump" I consider superior to theirs, inasmuch as yours are operated by the rotation of the main shaft, and the breaking of the reciprocating parts of either engine, and the stoppage of either engine from such cause, does not prevent the effective working of both pumps; whereas, in the plan submitted by Reaney, Neafie & Co., should the engine carrying the "circulating pump" (salt water pump) be stopped by the breakage of any of its parts, *both* engines must stop. Such accident might occur at a time to endanger the ship, and any arrangement that provides against such contingency is much to be preferred.

3. Your engines, taking less room athwartships, leave more room for other purposes; and more especially, in the case of the Griffiths' ship, they do not destroy the three feet longitudinal passages shown on the naval constructor's plan.

4. Your arrangement of gearing gave wheels of a size that is known to work well in practice, and much smaller than exist in the arrangement submitted by Reaney, Neafie & Co.; when employed to transmit the power embraced in the case under consideration, I am confident they would give a great deal of trouble by the excessive wear and tear of the cogs, produced by the pressure and angular action; and, besides, in the Reaney & Neafie arrangement they employed a *fourth* wheel, which *must* be small, corresponding with the pinions. This wheel, if of iron, would make an *intolerable noise*; if the cogs were of wood, the wear would be excessive, and very troublesome.

5. Your proposal contained all the requirements of the advertisement submitted by the department, while in that from Reaney, Neafie & Co. there were several important omissions, viz: the weight of machinery, the centre of gravity of the machinery, the consumption of coal, and some others.

6. For machinery, in my opinion better, your price was thirteen thousand dollars less money.

Respectfully, yours,

ERASTUS W. SMITH.

WILLIAM NORRIS, Esq.

Sworn before me this 31st day of December, 1858.

THADDEUS B. GLOVER,

Notary Public, New York.

Personally appeared before me, Charles D. Freeman, one of the aldermen for the city and county of Philadelphia, Barnabas H. Bartol, who doth depose and say: That when Mr. Washington Jones was requested by the Secretary of the Navy to go to Washington to decide on plans of machinery, he was absent from this city and did not return until Mr. Jones had left town; and, further, that he had not seen him for several weeks before that time; and that while the said Jones was at Washington he had no communication with him, directly or indirectly, and that all statements to the contrary are false. And further this deponent sayeth not.

BARNABAS H. BARTOL.

Sworn and subscribed to December 31, A. D. 1858, before me.

CHARLES D. FREEMAN,
Alderman.

So far as the above statement relates to myself, I pronounce it to be correct.

WASHINGTON JONES.

Sworn and subscribed to on January the 1st, A. D. 1859, before me.

JAMES B. FREEMAN,
Alderman.

PHILADELPHIA, *December* 31, 1858.

DEAR SIR: In reply to your question, "Why, as a member of a board of engineers, called by the Hon. Isaac Toucey, Secretary of the Navy, I reported to him my preference for your plan of machinery before that of Messrs. Reaney, Neafie & Co., both intended for the two feet draught sloop now building at the United States navy yard at Philadelphia," I send you these as some of the most important reasons for my choice:

1. Your engines occupied so much less space (five feet) athwartships, as to allow a clear passage, fore-and-aft, of three feet width on each side, between them and the coal bunks. The walls of these passages, composed of plate iron, are at such a distance from the sides of the ship as to better serve as braces to the hull and as a support to the deck. Your engines, while thus occupying less space, are equally as accessible, and a better position can be assigned to the engineers between the engines, instead of over them.

2. Your much reduced rate of speed of the fresh water and circulating pumps (about $\frac{7}{12}$ that of Messrs. Reaney, Neafie & Co.) gives the water more time to pass through the valves and channels, diminishes the percussive action of the valves upon their seats, thereby reducing the wear; the better way of working the pumps, by an attachment to the main shaft instead of to the steam piston, enables one engine to be used even if the other be disabled, for while the main shaft revolves the condensing apparatus can be operated. This is not the case with the arrangement submitted by Messrs. Reaney,

Neafie & Co. One of their engines works the circulating pump and the other works the fresh water pump, both by direct attachments to the steam pistons; now, as both pumps are essential to the operation of the condensing apparatus, the derangement or breakage of one engine, and consequent loss of its attached pump, compels the stoppage of the entire machinery.

3. Your propellers are better adapted than those of Messrs. Reaney, Neafie & Co. to the requirements of the case. Being *true screws* they have as much efficiency as those proposed by Messrs. Reaney, Neafie & Co. when going ahead, and have as much efficiency when backing, an advantage not possessed by those having "a curving of the wings of the screw paddle in a direction perpendicular to the shaft or axis," and which cannot be over estimated, for as the sloop is intended for shoal water, it is among the possibilities that she may run ashore, and her engines and propellers should be able to perform the work of extricating her.

Your gearing is of greater diameter, of stronger proportion, and will work more quietly; will absorb less of the engine power and endure longer, in consequence of the less angular motion of the teeth upon each other. Your plan contains but three wheels, while that of Messrs. Reaney, Neafie & Co. contains four; the fourth being intended to change the direction of revolution of one shaft and propeller in order to cure an *imaginary defect* in the steering of the vessel, said to result from rotating the propellers in the same direction. Supposing such to be the effect, the evil is endeavored to be cured, but only by the infliction of a greater one. The foregoing superiorities of your plan decided my vote in your favor. Had the board been asked to decide if the two proposals complied with the terms of the advertisement, or instructed to take into consideration the prices, two more reasons would have been added to those in your favor: one, your having fulfilled the requirements of the advertisement in giving the centres of gravity of machinery with coal on board, and the total weight of machinery, both of which were lacking in the drawings and specifications of Messrs. Reaney, Neafie & Co.; and the other is, for engines of exactly the same capacity your price is thirteen thousand dollars less.

Very truly yours,

WASHINGTON JONES.

Mr. WM. NORRIS.

P. S. The guaranties of Messrs. R., N. & Co. were, I think, Peter G. Rambo and Samuel Rotan.

Personally appeared before me, Samuel B. Freeman, one of the aldermen for the city and county of Philadelphia, Washington Jones, who doth depose and say, that the foregoing letter was written by him, and contains the reasons for his action upon the said board of engineers.

WASHINGTON JONES.

Sworn and subscribed to on the 1st day of January, A. D. 1859, before me.

JAMES FREEMAN, *Alderman*.

Henry Heller, being duly sworn, doth depose and state, that he is acquainted with Peter G. Rambo and Samuel Rotan, of the city of Philadelphia, and that the business of both of them is within the premises of Reaney, Neafie & Co., of this city, according to the best of my knowledge and belief.

HENRY HELLER.

Sworn and subscribed before me, this 3d day of January, A. D. 1859.

ROBT. C. TITTUMARY, *Alderman*.

Lewis J. Rice, being duly sworn, doth depose and say, that he is acquainted with Samuel Rotan, of this city, and that the said Rotan is employed within the premises of Reaney, Neafie & Co., of this city.

LEWIS J. RICE.

Sworn and subscribed to before me, this 3d day of January, A. D. 1859.

T. Y. FEMINGTON, *Alderman*.

I hereby certify that the only Peter G. Rambo in the Philadelphia Directory of 1858 is on page 555, and that this is a correct transcript of what is there recorded, according to the best of my knowledge and belief: Rambo, Peter G., clerk, F. road, ab. Palmer, (K.); and that the said Directory does not contain the name of Samuel Rotan.

F. A. GERMON.

Sworn and subscribed before me, the 3d day of January, 1859.

ROBT. C. TITTUMARY, *Alderman*.

This contract, made and entered into this — day of —, one thousand eight hundred and fifty-nine, between Thomas Reaney, Jacob G. Neafie, and John P. Levy, of the city of Philadelphia, in the State of Pennsylvania, as principals, and — and — as sureties, of the first part, and Isaac Toucey, Secretary of the Navy, acting for and in behalf of the United States of America, of the second part, witnesseth: That the said parties of the first part do hereby covenant and agree with the said party of the second part as follows: That, for the consideration hereinafter mentioned, they do hereby covenant and agree, for themselves, their executors and administrators and assigns, that they will, at their expense and risk, furnish and deliver under the sheers in the United States navy yard at Philadelphia, Pennsylvania, and erect on board the steam screw sloop-of-war of ten feet draught, building in the United States navy yard in Philadelphia, authorized by the act of Congress approved June 12, 1858, two horizontal condensing cross-head engines, of sixty-five (65) inches diameter of cylinder and thirty-six (36) inches stroke, with two large

horizontal tubular and one small vertical tubular boilers of iron. Said engines and boilers to be arranged for driving two screw propellers by gearing $2\frac{1}{2}$ to 1 ——— master wheel arranged with wooden cogs, pinions of cast iron, or one of composition, if required, with all the necessary cocks, valves, gauges, propellers, and shafting connexions and parts complete, with tools and appurtenances for making an efficient cruising vessel at sea. Said engines and boilers to be made of the best materials and in a workman-like manner.

The boilers to be tested with a hydrostatic pressure of fifty pounds per square inch, and to have an aggregate heating surface of 6,850 square feet, and 270 square feet of grate surface, and 1,520 cubic feet of steam room, and to be made perfectly tight and secure at that pressure.

The engines and all other connexions and parts to be proportioned to stand the above named pressure.

The engines to be well secured to the ship by holding-down bolts, twenty at least of which are to pass through the floor timbers nearest the line of keel, with heads let into the wood on washers, thus:— (See engraving.)

Boilers to be secured to the ship fore-and-aft and athwartships, and to each other, by braces.

The said parties of the first part do hereby guaranty the following points:

First. A successful and satisfactory operation at sea of the engines, boilers, and appurtenances.

Second. That the engines and boilers will be capable of developing at sea at least 1,100-horse power, measured by the indicator, (on the standard of 33,000 pounds lifted one foot high per minute,) and at least 40 revolutions per minute. That the coal, per indicated horse power, shall not exceed three and one-fourth ($3\frac{1}{4}$) pounds.

Third. That 209 tons of coal can be stowed in the space allotted for the machinery, boilers, and coal, without exceeding the total weight of 477 tons for machinery, appendages, boilers, (and water in them), bunkers, tools, spare pieces, and coal, as aforesaid, and without infringing on the necessary amount of space for ventilation and attending to the boilers and machinery; and it is mutually understood, by the terms of this contract, that the entire responsibility of their success is to rest with them; and therefore the said parties of the first part will arrange and proportion the details of said engines and boilers in such a manner as they shall deem best calculated to secure the most successful operation, having reference to the specifications hereunto annexed, for such parts as are herein named; it being mutually understood that this contract covers the engines, boilers, connexions, and all appurtenances of every kind necessary to render the same completely efficient, safe, and convenient for cruising at sea. And the fitting, furnishing, and arrangement of the details of the engines, boilers, and appurtenances, and all matters connected therewith, shall be made satisfactory to the engineer-in-chief and such other persons as may be appointed to superintend the same.

The said parties of the first part further agree to hold the United States harmless against any demand for patent fees or any patented article or arrangement used in or about the machinery herein contracted for, and shall procure a release therefrom. The said engineer-in-chief, or person superintending, to have the authority to condemn any of the work in any stage of progress, either from improper design, improper or bad material, or workmanship.

The parties of the first part further agree and contract that the whole of the said engines, boilers, and appurtenances, shall be completed and erected properly on board the vessel and ready for operation and trial by steam within seven months from date of this contract, provided the vessel is launched; and if she is not launched, then in three months from the day of launching, provided the delay is not caused by the parties of the first part; and that such parts as are required to be put on board the vessel before launching to be duly completed, so as to cause no delay. It being mutually agreed and understood that all wood and carpenter work required to adapt the vessel to the reception of the machinery, except the boring out of the shaft holes through deadwood, is to be furnished by and executed at the expense of the Navy Department, which will permit the use of such facilities as it has at the yard for hoisting on board the heavy pieces of machinery. The parties of the first part shall put in and firmly secure, before launching, the holding-down bolts going through the bottom, the casings through deadwood, propeller hangers, and stern fixtures, out-board delivery chest, blow and injection valves, and all pipes, bolts, and valves going through the ship below the water line. It is further agreed that the aforesaid parties of the first part shall furnish and provide for the persons appointed by the Navy Department to superintend the work, as they progress, suitable and convenient office room, and to afford them satisfactory facilities for making copies of all detailed drawings, and shall also furnish the detailed weight of the entire machinery, boilers, propellers, &c.

And the said parties of the first part do hereby engage and contract that no member of Congress, officer of the navy, or any person holding any office or appointment under the Navy Department, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise therefrom; and it is hereby expressly provided, and this contract is upon this express condition, that if any such member of Congress, officer of the navy, or other person above named, shall be admitted to any share or part of this contract, or to any benefit to arise under it, or in case the parties of the first part shall, in any respect, fail to perform this contract on their part, the same may be, at the option of the United States, declared null and void, without affecting their right to recover for default which may have occurred.

That when said parties of the first part shall have furnished the material and labor for the engines, boilers, and appurtenances, as hereinbefore specified, to the value of one-half the whole amount required for their complete erection, then, upon presentation of triplicate bills, properly certified by the engineer-in-chief that the one-

half of the whole amount of the contract *has* been furnished, and when approved by the Navy Department, then will be paid to the said parties of the first part, or to their order, by the navy agent at Philadelphia, the sum of forty-six thousand three hundred and thirty-three dollars, (\$46,333.)

And when the said parties of the first part shall have completed the whole work herein contracted for, and it is delivered in the Philadelphia navy yard ready for erection in the ship, and the same is duly certified as aforesaid, then shall be made a further payment of twenty-three thousand one hundred and sixty-six dollars (\$23,166.)

And when the said parties of the first part shall have completed the whole work herein contracted for, and after a successful trial trip of said ship and machinery at sea for at least one week, and that during this trial the vessel shall attain a speed (under favorable circumstances of weather and sea) of sixteen statute miles per hour for six consecutive hours, and without causing any undue strain on the engines, boilers, and dependencies, to the satisfaction of the Secretary of the Navy, which trial shall be made at the expense of the United States, then the party of the second part agrees to pay to the parties of the first part the further sum of twenty-three thousand one hundred and sixty-six dollars (\$23,166.) That in case a speed of fifteen and a half statute miles per hour is only obtained, the sum of fifteen thousand six hundred and sixty-six dollars (\$15,666) only will be paid in lieu of \$23,166, last aforesaid; and in the case of only fifteen miles, under the conditions above named, being obtained, then the sum of eight thousand one hundred and sixty-six dollars (\$8,166) to be paid.

If the said trial trip shall prove satisfactory, then the said party of the second part shall, at the earliest period practicable, and with all reasonable despatch, cause the said ship to be sent on a cruise; and whenever the entire machinery of said ship shall have worked successfully, and have performed to the satisfaction of the Secretary of the Navy at sea for a period of three months, then the said party of the second part agrees to pay to the parties of the first part the further sum of forty-six thousand three hundred and thirty-five dollars (\$46,335,) or as much as may be found due, in full consideration of this contract, the aggregate amount being one hundred and thirty-nine thousand dollars; if a speed of sixteen (16) statute miles per hour is obtained, then the aggregate sum will be one hundred and thirty-one thousand five hundred dollars (\$131,500;) and if only fifteen miles per hour, then the aggregate sum will be one hundred and twenty-four thousand dollars (\$124,000.) It being mutually understood and agreed that, to entitle the said parties of the first part to the fourth and last payment, the said machinery shall be perfect and complete, and shall have performed satisfactorily during the three months it shall have been in the possession of the Navy Department.

And in the event of a failure from improper design or arrangement, mal-construction, defective machinery or workmanship of said engines, propellers, boilers, &c., to work successfully at sea for at least three months, and in every respect satisfactory to the Navy Department, or in the event of a failure from the causes before named at any time

within three months of the trial of said engines, propellers, boilers, &c., to be successful in every respect, then it is hereby agreed and understood that the Navy Department is authorized to have all modifications, alterations, and repairs made so as to secure a successful operation of the engines at sea; which modifications and repairs shall be made at the expense of the said parties of the first part, and the sum or sums paid therefor shall be deducted from the last payment aforesaid.

It is further agreed that during the trial trip, as before mentioned, the steam machinery shall be under the control and management of engineers to be appointed and paid by the parties of the first part, subject during such trial to the regulations of the naval service, and such personal and official supervision of the engineers appointed by the said Navy Department as may be directed by the Secretary of the Navy, to secure a fair and satisfactory test of the machinery.

And it is further agreed that the Navy Department shall have a lien on the machinery and all the material provided for the fulfilment of this contract for the money advanced or paid by the United States on account thereof, and that the said parties of the first part agree that, whilst under their control, they will keep the machinery, boilers, and materials insured against loss by fire to the amount which may have been paid on account of this contract, the policies being made payable to the government.

And the parties of the first part further agree that the weight of the machinery, water in boilers, shafts, propellers, and appendages, with tools, spare-work, and coal for five (5) days' steaming at 1,100-horse power, may be equal to, but shall not exceed, 475 tons of 2,240 pounds.

It is also understood that the stipulated speed, horse power, and revolutions of engines is to be obtained when the vessel is fully equipped for sea at the load draught of water.

It is further agreed that if the weight and other conditions specified in this contract be not complied with, the Navy Department is to be at liberty to reject the whole machinery, the parties of the first part to be at the expense of taking it out of the ship, and to refund whatever amount of the contract price may have been paid them.

_____. [SEAL.]
 _____. [SEAL.]
 _____. [SEAL.]
 _____. [SEAL.]

Signed, sealed, and delivered in presence of—

I certify that I have made due and diligent personal inquiry as to the ability of the sureties in this contract, and am satisfied that they are good and sufficient for the sum of one hundred and thirty-nine thousand dollars, (\$139,000.)

_____.

*Dickerson & Sickels' contract for engines, boilers, screw-shafting, &c.,
United States sloop-of-war "Pensacola."*

This agreement, made this third day of April, one thousand eight hundred and fifty-eight, between Edward N. Dickerson and Frederick E. Sickels, of the city of New York, engineers, under the name of Dickerson & Sickels, parties of the first part, and the government of the United States, by Isaac Toucey, Secretary of the Navy, party of the second part, *witnesseth*: That the parties of the first part agree with the party of the second part that they will, with all possible despatch, furnish the drawings and plans for a four-cylinder engine, with its boilers and all necessary machinery, for the propulsion of the United States steam sloop-of-war now in progress of construction at Pensacola, Florida, by the party of the second part, and will superintend the construction of the said machinery and its erection on board of said sloop at the machine shops of the party of the second part at Washington or Norfolk, as may be required; and they will convey to the party of the second part all the patent rights that are now granted, or may be hereafter granted to them or either of them; also, all extensions of the same, including patents granted October 19, 1844; September 19, 1845, and September 12, 1848.

And the party of the second part, in consideration thereof, agrees with the parties of the first part to pay them for the services above agreed to be performed, and the use of the patent rights on said ship, the sum of five thousand dollars, (\$5,000,) payable as follows:

When the parties of the first part shall have furnished to the party of the second part a set of drawings, to consist of one side elevation, one end elevation, and one plan of engines, boilers, screw-shafting, and appendages complete, together with a set of working drawings, all to an accurate scale, then, upon presentation of triplicate bills, properly certified by the engineers-in-chief that the aforesaid drawings have been received, the party of the second part will pay to the parties of the first part the sum of twelve hundred and fifty dollars, (\$1250.)

And when the party of the second part shall have completed, under the proper superintendence of the parties of the first part, one-fourth of the whole amount of the labor on the engines, boilers, and appendages, and the same is duly certified as aforesaid, then shall be a further payment of twelve hundred and fifty dollars, (\$1250.)

And when the said parties of the first part shall have superintended the construction and fitting of one-half the whole amount of work on the engines, boilers, and appendages, and the same is duly certified as aforesaid, then shall be a further payment of twelve hundred and fifty dollars, (\$1250.)

And when the said parties of the first part shall have superintended the construction, fitting, and erecting on board of said sloop-of-war the engines, boilers, screw-shafting and appendages, and after a successful trial trip of said ship and machinery at sea for at least one week, to the satisfaction of the Secretary of the Navy, then the said party

of the second part agrees to pay to the parties of the first part the further sum of twelve hundred and fifty dollars, (\$1250,) the aggregate amount being five thousand dollars, (\$5,000,) being in full for all services, claims, or patent fees, by the parties of the first part, their executors, administrators, and assigns.

But it is understood and agreed that this contract shall not be held binding upon the party of the second part unless the valve gear now in progress of construction at the navy yard at Washington for the steamer Richmond shall perform successfully on trial; and that if said valve gear perform successfully, then the work contemplated in this contract shall progress to completion forthwith, under the direction of the parties of the first part.

And it is further agreed that the space to be occupied by the machinery and coal shall not exceed fifty-six feet in the length of the ship, and that the weight of machinery and coals shall not exceed seven hundred tons of twenty-two hundred and forty pounds each; and it is agreed that the assignment of patents hereinbefore referred to shall only extend to their use on said ship during their present and all future terms.

In testimony whereof, the parties hereto have fixed their hands and seals, the day and year first above written.

EDWARD N. DICKERSON. [L. S.]

FREDERICK E. SICKELS. [L. S.]

ISAAC TOUCEY,

Secretary of the Navy.

Sealed and signed in presence of—

SAMUEL ARCHBOLD, *Engineer-in-Chief.*

DISTRICT OF COLUMBIA, *County of Washington.*

On this third day of April, 1858, before the subscriber, a justice of the peace in and for the said county, personally appeared the above named Edward N. Dickerson and Frederick E. Sickels and acknowledged the foregoing assignment to be their act and deed, for the use and purposes therein mentioned.

Witness my hand and seal the day and year aforesaid.

HY. L. HARVEY, *J. P.* [L. S.]

JERSEY CITY, N. J., *November 20, 1858.*

DEAR SIR: I am to-day informed that William Birkbeck, esq., of this place, is a proposer for the building of certain steam machinery for the navy. I wish to say, in reference to this gentleman, that he has long been well known among us as an engine builder, and has built the engines and machinery for some of our boats here with great satisfaction to the company who own the ferry. He has every facility at the Atlas Foundry to perform the business on as large a scale as may be desired, and has the confidence and esteem of our best and most influential and wealthy men. Should the contract be awarded

to him the department will have no cause to regret it, and at the same time a great benefit will be conferred upon hundreds of our mechanics, who have now, as a class, no advantage whatever from the public works at the Brooklyn navy yard, from which the officers and superintendents and master workmen there seem to have studiously excluded them because they come from the wrong side of the Hudson river.

As a matter of course, the contracts will be awarded according to the prescribed rules of the department. I only write this to assure the Secretary that, other things being equal, we here will all greatly rejoice at the assignment of the job to Mr. Birkbeck. I have never asked from any of the departments of the government any favor which would be disadvantageous to the public service, and never will. I simply desire to recommend this gentleman in the highest terms to the department, and sincerely hope that his proposals may be successful if within the scope of the rules in such cases.

Very truly yours,

J. R. WORTENDYKE.

Hon. ISAAC TOUCEY,

Secretary of the Navy.

Reports of Chief Engineers Williamson, Isherwood, Everett, Whipple, and Stimers, on steam machinery for the sloop at Norfolk.

WASHINGTON, December 4, 1858.

SIR: In obedience to your order of the 30th ultimo, I (with Chief Engineers Isherwood, Everett, Whipple, and Stimers) have carefully examined the proposals, specifications, and drawings of the steam machinery for the propeller sloop building at Gosport, Virginia, which were received at the department under its advertisement of October 27, 1858, and have, individually, to report respectfully that, in my opinion, direct-acting engines of one thousand horse power, to be run at a speed of eighty revolutions per minute, cannot be relied on for long and distant cruising, and are therefore unfitted for the naval service. Of the plans proposed I prefer the geared engines, with the boilers in which the tubes are placed over the furnaces, offered by Messrs. Murray & Hazlehurst, of the Vulcan Works, Baltimore, for the following reasons:

First. The machinery can be placed much lower in the ship than that of any other bidder. It is placed within the space allowed by the department, entirely under the water line, and consequently out of the reach of an enemy's shot. This I consider an important advantage in a war steamer.

Second. The engines are so arranged that one can be used in case of accident to, or breakage of, the other. This is not the case with any other of the plans proposed.

Third. The connexions are much longer than is usual in such cases.

.H. " .H.

u 'H' u 'H' u

l. " .H. " .H.

and therefore easier, more efficient, durable, and less liable to derangement, &c.

Fourth. The general arrangement is more compact, simple, and substantial, rendering the engines more manageable and easy to keep in order.

Fifth. The price is but one thousand dollars above that of the minimum bid. I therefore respectfully report that they are, in my opinion, the best adapted for the sloop, and, under all the circumstances, should be accepted by the department.

The details and proportions, as well as I could judge from the drawings, are in many instances objectionable. Mr. Murray, however, explained to the board the various modifications and improvements which he should make, in the event of his getting the contract, all of which were fully satisfactory to me ; but as doubts have been expressed as to the propriety of allowing alterations in the details as shown in the drawings accompanying the specifications, which doubts I cannot feel, as the advertisement clearly specifies that "the details of the designs and arrangement of the machinery will be left with the party whose proposition may be accepted." Should I, however, be in error in this view of the case, and should the department decide that no changes in proportions and details are to be made in the original designs, &c., then I would respectfully recommend that the proposals of Mr. Horatio Allen, of the Novelty Works, New York, be accepted by the department ; they being, in my opinion, the next best in general arrangement and advantages, superior in detail and proportions, and offered at the minimum price, to be completed in the shortest time.

I am, very respectfully, your obedient servant,

WM. P. WILLIAMSON,

Chief Engineer, United States Navy.

HON. ISAAC TOUCEY,

Secretary of the Navy.

WASHINGTON, D. C., *December 4, 1858.*

SIR: In compliance with your order of the 30th ultimo, to examine the plans and specifications of machinery proposed for the steam sloop building at the Gosport navy yard, I have the honor to submit the following as comprising the names of the parties who have furnished plans and specifications, the kind of engine, price named, and time required for completing the work:

Atlantic Works—geared, \$130,000, six months; direct, \$125,000, six months.

Murray & Hazlehurst—geared, \$131,000, eight months; direct, \$120,000, eight months.

Fulton Foundry—geared, \$138,000, seven months; direct, \$129,000, seven months.

Reaney, Neafie & Co.—geared, \$145,000, seven months; direct, \$135,000, seven months.

Boston Locomotive Works—direct, \$120,000, seven months.

Novelty Works—geared, \$130,000, six months; direct, \$125,000, six months.

I am inclined to give the preference to the geared form of engine, with the belief that greater durability of machinery will be obtained, and consequent increase of efficiency, than with the direct-acting, at the speed of propeller which will be necessary to economically exert the power placed in this ship.

Of the several plans of geared engines submitted, and considering the relative merits determined without *any* or upon *comparative* modifications necessary to be made to the plans and specifications as furnished, that of the Novelty Works should most decidedly have the preference; for, so far as any detail is shown in the plans, which is quite as full as any submitted, it is almost unexceptionable in the proportions and arrangement for a successful and efficient steam engine, even to the most minute degree, and in this respect excels any other plan furnished.

No objections of any moment can be made against it other than that a few inches of the upper portion of the steam chests are above the water line of the ship.

The plans proposed by Messrs. Murray & Hazlehurst are such, in design, that the highest point of the machinery can be placed at least one foot below water line, and has, in a degree, some little merit in this respect; but the representations of detail, both in drawing and specifications, are totally inadmissible, and do not even meet the approval of Mr. Murray, more than to simply demonstrate that an engine could be constructed on that plan, which would be placed somewhat lower in the ship than any other which has been proposed, and of being able to work one engine independently in case of accident to either. All the conditions considered, I prefer the plan of the Novelty Works, for the following reasons:

1st. Their plans in detail and specifications are the most complete, and, without modification, enable the department to understand what is intended to be constructed, the disposition of parts and their proportions, without explanations.

2d. The degree of their exposure by being somewhat higher in the ship is too little, in my estimation, to be seriously considered.

3d. The fact of being able to work one engine independent of the other will depend upon what form of surface condenser is used, and therefore the department has its option in that respect.

4th. The price and time are minimum.

I am, respectfully, your obedient servant,

WM. E. EVERETT,

Chief Engineer, U. S. N.

Hon. ISAAC TOUCEY,

Secretary of the Navy.

WASHINGTON, December 4, 1858.

SIR: In obedience to your orders of the 30th ultimo, to examine, in conjunction with the chief engineers therein named, the proposals, specifications, and drawings for the steam machinery for the screw propeller sloop building at the navy yard, Gosport, Virginia, under the advertisement of the department of October 27, 1858, and to report individually which, in my opinion, under all the circumstances, should be accepted by the department, and to give the reasons for my preference, I have the honor to respectfully submit:

That on a careful examination of the various plans submitted, which comprised both direct-acting and geared engines, my decided preference is for the latter, because, for the high rotatory speed of screw required, the employment of geared engines is indispensable for durability and reliability; they are also much more economical in support of fuel and in repairs.

The sole objections to them, when considered simply in regard to themselves, are their greater bulk and weight; but if the comparison be made of the bulk and weight of the entire machinery and fuel carried, and due regard be had to the greater economy of the geared engine with the latter for equal powers developed, it will be found that with equal spaces and weights in the same vessel equal speeds for equal times will be obtained, which leaves all the practical advantages appertaining to the geared form, *per se*, to be obtained without deduction in favor of direct-acting engines.

Of the geared engines presented, those of Murray & Hazlehurst are the best in point of general arrangement for a man-of-war steamship. They are the only geared engines that are entirely below the water line and protected from shot. This condition is considered as a *sine qua non* in the British and French navies, and in none of their vessels, not even in the case of gun-boats of from seven to eight feet draught of water, is the machinery permitted to come above the water line.

They prefer to encounter any mechanical difficulty entrained by such a condition rather than forego its advantages. The complete change in naval steamers from the paddle-wheel to the screw propeller, it is well known, is due almost wholly to this consideration.

The geared engines of Murray & Hazlehurst have their centre of gravity lower in the ship and require less height above the shaft than any other plan proposed; nor are these qualities obtained at the expense of occupying a greater area in the floor of the vessel or by an inaccessible arrangement of parts or by recourse to forms of difficult mechanical execution; on the contrary, the parts are as accessible as those of other plans, and the engine is in all respects a plain horizontal cross-head engine with its connecting rod acting directly on the crank pin; the sole novelty involved is one open connecting rod. The arrangement has the further advantage of the maximum length of connecting rod relatively to stroke of piston, and the engines are the only ones proposed in which either can be operated by itself in the event of the derangement of the other. This condition I deem essential to safety and efficiency in all cases, and to obtain it is the obvious

reason why two engines instead of one are placed in sea-going vessels. I have had in one naval steamer personal experience of its necessity. The details shown on the drawings of Messrs. Murray & Hazlehurst are absolutely inadmissible. These gentlemen, however, do not propose to build the engines with these details, but with such well known modifications as will render them unexceptionable. Such modifications are easy to make without affecting the general plan and disposition of parts; and if the department, in view of the superiority of the general arrangement for war purposes, elect to permit Messrs. Murray & Hazlehurst to make the modifications of detail they propose, and if these modifications, when embodied in complete drawings, are found satisfactory to the department, I approve their engines as the best. If, however, the department elect to award the contract upon the general arrangement and details as exhibited by the different bidders, I decidedly approve the geared engines proposed by the New York Novelty Works, which are unexceptionable in all points of mechanical detail, and which approximates nearest, indeed very nearly in general arrangements, to the requirements for a war steamer. In this case, however, I consider it essential that they so far modify their plan as to be able to work each engine separately.

I have the honor, &c., &c.,

B. F. ISHERWOOD,
Chief Engineer, U. S. Navy.

Hon. ISAAC TOUCEY, *Secretary of the Navy.*

WASHINGTON CITY, *January 22, 1859.*

SIR: I have examined the modified drawings presented by Murray & Hazlehurst for the machinery of the steam sloop-of-war now being constructed at Norfolk, Virginia, and find them satisfactory and in accordance with the views of the Board of Naval Engineers, on whose reports the contract was awarded.

Very respectfully, your obedient servant,

B. F. ISHERWOOD,
Chief Engineer.

SAMUEL ARCHBOLD,
Engineer-in-chief.

WASHINGTON, D. C., *December 4, 1858.*

SIR: In obedience to your orders of the 30th ultimo I have carefully examined the plans, specifications, and proposals of the bidders for the machinery for the sloop-of-war building at Gosport, Virginia, and I beg leave respectfully to report: That, agreeably to the invitation of the department in its advertisement, both direct-acting and geared engines have been presented by the bidders; and in deciding between these two general classes of screw engines, where the screw

is to revolve with a speed of eighty revolutions per minute, I have not the slightest hesitation in deciding in favor of the geared engines.

My reasons for this opinion in this immediate case are:

1st. From all the information which I have been able to obtain in my engineering experience I am led very conclusively to the opinion that decided improvements must be made upon existing forms of direct-acting screw engines to enable them to make eighty revolutions per minute without causing an injurious and destructive wear and tear of the working parts.

2d. It has been shown, beyond controversy, that quick working direct-acting marine screw engines have not been so economical of fuel as in those which have been applied to drive the paddle-wheel, or to the screw, by the intervention of gearing; and my opinion is, that with equal aggregate weights of machinery and coal the same vessel could be driven equal distances in equal times with the geared engine as with the direct-acting; and that, therefore, all the advantages possessed by the geared plan, in its smoothness of working and less self-destructiveness, would be clear gain without any offset whatever.

Of the plans of geared engines before the board, four were adjudged to have come sufficiently within the stipulations of the advertisement to be entitled to careful consideration. These may be divided into two classes: one of which comprises those which may be built exactly in accordance with the plans as presented in their details, as far as shown; and the other, those which are decidedly objectionable in some or many of their details, but which, if these are permitted to be changed, possess characteristics inherent in their general design which permits of a decidedly superior arrangement when the details are so far modified as to remove the objections which can be brought against the drawings, &c., as presented.

Of the first class mentioned, I am decidedly of the opinion that the proposal of Horatio Allen, esq., of the Novelty Iron Works, New York, is the most favorable to the government and to the ship. His price and time required are a minimum of all the proposals for geared engines. His plans are unsurpassed in their fullness and excellence of detail, and they would, in my opinion, make an excellent pair of engines for a war steamer.

Of the other class, the proposal of Messrs. Murray & Hazlehurst, of the Vulcan Works, Baltimore, is, in my opinion, the best of the plans before this board, because, when the objectionable details are changed it is, susceptible of being placed below the water line at the same time that the screw shaft is high enough to permit of the maximum diameter of propeller that could be desired for the vessel. And that by a peculiar but simple arrangement of air-pump each engine is independent of the other, and may be worked by itself when one is disabled.

These advantages are possessed by none of the other plans before us, and are not obtained at the expense of weight or space occupied, or of any objectionable mechanical features.

It is proper, however, for me to state that the details are so imperfect and objectionable as to render their employment inadmissible.

I have the honor to be, sir, very respectfully, your obedient servant,

ALBAN C. STIMERS,

Chief Engineer, United States Navy.

HON. ISAAC TOUCEY,

Secretary of the Navy.

WASHINGTON, *December 4, 1858.*

SIR : In compliance with your order of the 30th November, I have, in conjunction with Chief Engineers Williamson, Isherwood, Everett, and Stimers, carefully examined the proposals, specifications, and plans for the screw propeller sloop building at the navy yard, Gosport, Virginia, and respectfully report: That I consider direct-acting engines developing one thousand horse power unreliable for long and distant cruising when driven up to a speed of eighty revolutions per minute, and therefore cannot recommend their adoption.

Of the plans of geared engines submitted, I would respectfully recommend, under all the circumstances, that of Messrs. Murray & Hazlehurst, provided they are modified in the details as proposed and explained by Mr. Murray to my entire satisfaction, for the following reasons:

1. The general arrangement is more simple and compact.
2. The engines are placed below the water line, which I consider an important point in war steamers.
3. Should one engine be disabled, the vessel will still be able to proceed with the other—an advantage which no other plan submitted possesses.
4. The connexions are much longer than usual, which admits of the power being transmitted in a more direct and easy manner.
5. They are less liable to derangement.
6. The price is but one thousand dollars above the minimum.

Of the two plans of boilers proposed by Messrs. Murray & Hazlehurst, I prefer that in which the tubes are placed over the furnaces, as the adoption of the other would involve the necessity of carrying all the coal in bunkers suspended from the deck. Should the selection of the plan depend upon the drawings and specifications as furnished to the board, that of the Novelty Works, New York, has, in my opinion, the preference, as the details are quite as full as any submitted; the proportions and arrangement suitable, so far as I can discover, for an efficient machine; and the price is a minimum one.

I have the honor to be, &c.,

JOHN R. WHIPPLE,

Chief Engineer, U. S. N.

HON. ISAAC TOUCEY,

Secretary of the Navy.

PHILADELPHIA, *March 4, 1858.*

SIR: In the interview our senior had the honor of holding with you on the 3d ultimo, he was so much surprised at the main ground assumed for the rejection of our bid that he could not submit to you the various points that appeared exceptional to him in the contemplated award of the department, and hence desired an opportunity of submitting them in writing before final action; and we have to thank you for according to us that opportunity.

Nearly twenty years' experience in the construction of marine steamers led us to the conclusion that when the department proposed to award the contract for the machinery to that plan which combined "the greatest number of advantages," the details of the design and arrangement of the machinery will be left with the party whose proposition may be accepted as combining the greatest number of advantages, keeping in view simplicity of construction, readiness of access for adjustment when in operation, and not being subject to derangement in working parts; that it was your wish and our duty to combine those advantages to the greatest extent, never for a moment supposing that all those advantages, which have met the approval of a majority of your engineers, were to be thrown aside on the ground of eight tons overweight, to which there cannot be any objection.

By reference to the advertisement, the object of the department is given as follows: "It being the object of the department to obtain the most speed and power with the most economical consumption of fuel, and the greatest stowage of coal which the space available for that purpose will admit."

The object desired to be accomplished being plainly stated as above, we investigated the subject with much care, making accurate comparisons between the vessels heretofore built by the department and the one now building by Westervelt in New York.

The result of our calculations was, that, to obtain the most speed and power, and the most economical consumption of fuel per hour, going at the same speed, and the greatest stowage of coal, (the distance steamed being the standard,) required a small additional weight of machinery beyond that stated in the advertisement.

To make sure that the object to be obtained by the department was paramount to the limit given of total weight, we, as in former cases, consulted with the chief of the Bureau of Construction and the engineer-in-chief, (the latter having informed us that the advertisement was prepared by them.) Both informed us that a few tons excess of weight was unimportant, compared with the special object in view.

In consulting them, we most certainly had no intention of showing disrespect to yourself, but, not being aware of any change in the practice of the department, were simply following what had been the usual course in times past.

We believe that a large majority of the five engineers that have been consulted have given it as their opinion that the machinery designed by us will best carry out the aim of the department.

Weights and power in engineering are synonymous terms when applied to similar machinery. We are, therefore, at a loss to understand how a party who proposes to give you sixteen tons less than is allowed in the advertisements can be said to comply with the special object of the department, which is clearly stated to be to obtain as much power and speed as is possible within the space proposed.

The engines proposed by Reaney, Neafie & Co. are one-sixteenth ($\frac{1}{16}$) smaller than those proposed by Loring & Coney, and accepted for the Boston sloop, and yet the Philadelphia vessel is from one-sixth ($\frac{1}{6}$) to one-fifth ($\frac{1}{5}$) larger, and requires power in proportion to her size.

We do not think that the advertisement can be construed, even in a remote degree, as allowing any such departure from established usage.

The machinery for both vessels is to be constructed, under advertisements, precisely similar; and if Loring & Coney's engines are not too large for that vessel, ours are of the right size. If Reaney, Neafie & Co.'s engines weigh, as they state, 324 tons, then Loring & Coney's, which are larger, must exceed 320 tons, which is the limit of weight for the Boston vessel; we therefore contend that where the government has a special object in view, and it is clearly stated, as in this case, that minor points of the advertisement admit of a liberal construction which adheres to the spirit rather than the letter.

Our engines, from their size, are able to use steam much more expansively and economically than the smaller engines, and we therefore submit the following points, which we are prepared to demonstrate to your entire satisfaction:

First. That using precisely the same fuel with both sized engines, and maintaining the same pressure of steam, the speed of the ship will be five per cent. greater with the large than with the small engines, *owing to the advantages of using steam more expansively.*

Second. That with the larger engines, the bunkers weight stow $15\frac{1}{2}$ tons of coal less than would be required with the smaller engines, and yet drive the ship the same distance as would be made by the smaller engines in thirteen days' steaming, using the same fuel per hour, and maintaining the same pressure of steam—*owing to the greater speed per hour at which the ship would be driven;* thereby making the distance in less time.

Third. That to obtain the *same speed* per hour of the ship, and at the same number of revolutions of the engines, the use of the small engines requires the consumption of nineteen per cent. more fuel than the larger engines; in other words, 24 tons per day being required with the large engines, $28\frac{1}{2}$ tons will be required with small engines, which, in thirteen days' steaming, amounts to $58\frac{1}{2}$ tons more fuel for smaller engines; or, to reverse the statement, 24 tons of coal with the small engines would only produce the same effect as 20 tons of coal with the large engines. We therefore contend that our engines contain more power, will give greater speed, and with a more

economical consumption of fuel, and that our coal bunkers will contain more days' fuel, at the same speed.

We also contend that the gross weight of machinery and fuel to perform a cruise will be less with our engines, as above stated; and as the relation between the machinery and fuel is estimated, any excess of weight in the engines should be allowed us in the fuel, if we save it.

Having, as engineers, demonstrated that our machinery combines all the essential elements necessary to success in a war steamer, as required by your advertisement, it will be apparent to you that the trifling difference in price is more than compensated by the increased power, speed, and economy of fuel; in fact, comparing the bids on this basis, ours is much the lowest of the two.

Your disinterested engineer will, we feel satisfied, endorse our statements. We cannot, however, regard Mr. Archbold in that light, as, from the close affinity existing between him and the agent of Reaney, Neafie & Co. for several months past, and his known hostility to ourselves, he has become a partisan, and has endorsed proportions for this vessel because presented by them, although he has taken care to ignore them for the Pensacola ship.

The following table shows the comparison between the displacement, in tons, of the several vessels named, and the cubical contents of their engines—in fact, showing their comparative power:

Name of vessel.	Displacement, in tons.	Cylinders, two each.	Capacity of engines, in feet.	Ratio feet of tons	Between cubic engines and displacement.
Wabash	4,621	72 in. × 3 feet.....	169.9	1 to....	27.25
Westervelt	2,801	61 in. × 2 feet 9 in..	111.6	1 to....	25.09
Pensacola	2,700	58 in. × 3 feet.....	110.0	1 to....	24.54
Philadelphia, R., N. & Co..	3,192	61 in. × 2 feet 9 in..	111.6	1 to....	28.60
Philadelphia, M. & S.....	3,192	68 in. × 2 feet 9 in..	138.6	1 to....	23.03
Boston	2,700	62 in. × 2 feet 10 in..	118.8	1 to....	22.72

From which it will be seen that while the Boston steamer has 22.72 tons to a cubic foot of cylinder, the Philadelphia ship, with Reaney, Neafie & Co.'s engines, will have 28.60 tons; both cannot be right.

A comparison between the Pensacola, the Boston, and the Philadelphia ship, with Merrick & Sons' engines, shows great uniformity.

Very respectfully, your obedient servant,

MERRICK & SONS.

BALTIMORE, *September* 28, 1858.

FRIEND ARCHBOLD: Your favor of yesterday is at hand, and I am indebted to you for this evidence, in addition to the many I have received, of your friendship. I intended writing to you on Sunday in

relation to my proposal. I find that I will have as much work this winter as I can comfortably get along with, and, after viewing the matter in all of its bearings, I have come to the conclusion that a government contract just at this time would not be desirable, as it would seriously interfere with my regular and old, standard customers, to whom I am under obligation, and would not like to refuse, or divert a continuation of their patronage.

I thought of asking your advice whether I should, under those circumstances, withdraw my proposal, but concluded to let it stand, in opposition to any other effort that might be made in favor of our *patriotic* city.

With regard to the boilers I proposed, the tubes are shorter than I had first designed them, but meeting with the difficulty of removing the tubes at too late a period to revise this portion of my plan, I shortened the tubes in order to keep within the limit of fifty feet, and allow the tubes to be taken out at the back end.

I could not recommend this plan of boiler for low steam and a Pirson condenser; it is not suitable for salt water; my design was for high steam, fifty pounds, and a constant supply of fresh water expansion, six to eight volumes.

Under such an operation, with large water surface and ample steam room in the boilers, I think they would give satisfactory results, and would be by no means (as Mr. Martin thinks) a parallel case to the Princeton or Alleghany.

Respectfully and truly, your friend,

C. REEDER.

True copy:

CHARLES W. WELSH,
Chief Clerk.

WASHINGTON, *February* 21, 1859.

Your letter withdrawing your bid for Norfolk sloop cannot be found. Telegraph whether you withdrew it.

SAMUEL ARCHBOLD.

CHARLES REEDER,
Steam Engine Builder, Baltimore.

True copy:

CHARLES W. WELSH,
Chief Clerk.

BALTIMORE, *February* 21, 1859.

DEAR SIR: I did withdraw my bid for the machinery for the Norfolk sloop. I presume the letter is in the department.

C. REEDER.

SAMUEL ARCHBOLD,
Engineer-in-Chief United States Navy, Washington.

True copy:

CHARLES W. WELSH,
Chief Clerk.

INDEX.

CONTRACTS FOR MACHINERY, ETC.

	Page.
Frederic Saunders.....	3
William Cockcroft.....	15
Miles Corryell.....	21
Frederick E. Sickles.....	33
George W. Quintard.....	36
J. Vaughan Merrick.....	44
S. S. Lee, United States navy.....	53
Charles W. Welsh.....	57
Daniel B. Martin, United States navy.....	61
Henry M. McGill.....	72
D. B. Allen.....	75
Edward N. Dickerson.....	80
William H. Witte.....	86
Henry Hunt.....	93
James Murphy.....	97
Henry B. Beach.....	104
W. E. Everett.....	106
William Norris.....	121
J. P. Whipple.....	151
Samuel Archbold.....	157
James Landy.....	192
John W. Griffiths.....	195

READING FORGE.

W. W. W. Wood.....	207
W. W. Keim, M. C.....	218
Maybury A. Bertolet.....	220
Peter McLaughlin.....	225
Correspondence referred to in testimony.....	232-235

APPENDIX.

Documents received from the Navy Department.....	236-340
--	---------

INDEX

CONTENTS FOR VOLUME 1

1	Introduction
2	Chapter I
3	Chapter II
4	Chapter III
5	Chapter IV
6	Chapter V
7	Chapter VI
8	Chapter VII
9	Chapter VIII
10	Chapter IX
11	Chapter X
12	Chapter XI
13	Chapter XII
14	Chapter XIII
15	Chapter XIV
16	Chapter XV
17	Chapter XVI
18	Chapter XVII
19	Chapter XVIII
20	Chapter XIX
21	Chapter XX
22	Chapter XXI
23	Chapter XXII
24	Chapter XXIII
25	Chapter XXIV
26	Chapter XXV
27	Chapter XXVI
28	Chapter XXVII
29	Chapter XXVIII
30	Chapter XXIX
31	Chapter XXX
32	Chapter XXXI
33	Chapter XXXII
34	Chapter XXXIII
35	Chapter XXXIV
36	Chapter XXXV
37	Chapter XXXVI
38	Chapter XXXVII
39	Chapter XXXVIII
40	Chapter XXXIX
41	Chapter XL
42	Chapter XLI
43	Chapter XLII
44	Chapter XLIII
45	Chapter XLIV
46	Chapter XLV
47	Chapter XLVI
48	Chapter XLVII
49	Chapter XLVIII
50	Chapter XLIX
51	Chapter L
52	Chapter LI
53	Chapter LII
54	Chapter LIII
55	Chapter LIV
56	Chapter LV
57	Chapter LVI
58	Chapter LVII
59	Chapter LVIII
60	Chapter LIX
61	Chapter LX
62	Chapter LXI
63	Chapter LXII
64	Chapter LXIII
65	Chapter LXIV
66	Chapter LXV
67	Chapter LXVI
68	Chapter LXVII
69	Chapter LXVIII
70	Chapter LXIX
71	Chapter LXX
72	Chapter LXXI
73	Chapter LXXII
74	Chapter LXXIII
75	Chapter LXXIV
76	Chapter LXXV
77	Chapter LXXVI
78	Chapter LXXVII
79	Chapter LXXVIII
80	Chapter LXXIX
81	Chapter LXXX
82	Chapter LXXXI
83	Chapter LXXXII
84	Chapter LXXXIII
85	Chapter LXXXIV
86	Chapter LXXXV
87	Chapter LXXXVI
88	Chapter LXXXVII
89	Chapter LXXXVIII
90	Chapter LXXXIX
91	Chapter LXXXX
92	Chapter LXXXXI
93	Chapter LXXXXII
94	Chapter LXXXXIII
95	Chapter LXXXXIV
96	Chapter LXXXXV
97	Chapter LXXXXVI
98	Chapter LXXXXVII
99	Chapter LXXXXVIII
100	Chapter LXXXXIX
101	Chapter LXXXXX
102	Chapter LXXXXXI
103	Chapter LXXXXXII
104	Chapter LXXXXXIII
105	Chapter LXXXXXIV
106	Chapter LXXXXXV
107	Chapter LXXXXXVI
108	Chapter LXXXXXVII
109	Chapter LXXXXXVIII
110	Chapter LXXXXXIX
111	Chapter LXXXXXX
112	Chapter LXXXXXXI
113	Chapter LXXXXXXII
114	Chapter LXXXXXXIII
115	Chapter LXXXXXXIV
116	Chapter LXXXXXXV
117	Chapter LXXXXXXVI
118	Chapter LXXXXXXVII
119	Chapter LXXXXXXVIII
120	Chapter LXXXXXXIX
121	Chapter LXXXXXXX
122	Chapter LXXXXXXXI
123	Chapter LXXXXXXII
124	Chapter LXXXXXXIII
125	Chapter LXXXXXXIV
126	Chapter LXXXXXXV
127	Chapter LXXXXXXVI
128	Chapter LXXXXXXVII
129	Chapter LXXXXXXVIII
130	Chapter LXXXXXXIX
131	Chapter LXXXXXXX
132	Chapter LXXXXXXXI
133	Chapter LXXXXXXII
134	Chapter LXXXXXXIII
135	Chapter LXXXXXXIV
136	Chapter LXXXXXXV
137	Chapter LXXXXXXVI
138	Chapter LXXXXXXVII
139	Chapter LXXXXXXVIII
140	Chapter LXXXXXXIX
141	Chapter LXXXXXXX
142	Chapter LXXXXXXXI
143	Chapter LXXXXXXII
144	Chapter LXXXXXXIII
145	Chapter LXXXXXXIV
146	Chapter LXXXXXXV
147	Chapter LXXXXXXVI
148	Chapter LXXXXXXVII
149	Chapter LXXXXXXVIII
150	Chapter LXXXXXXIX
151	Chapter LXXXXXXX
152	Chapter LXXXXXXXI
153	Chapter LXXXXXXII
154	Chapter LXXXXXXIII
155	Chapter LXXXXXXIV
156	Chapter LXXXXXXV
157	Chapter LXXXXXXVI
158	Chapter LXXXXXXVII
159	Chapter LXXXXXXVIII
160	Chapter LXXXXXXIX
161	Chapter LXXXXXXX
162	Chapter LXXXXXXXI
163	Chapter LXXXXXXII
164	Chapter LXXXXXXIII
165	Chapter LXXXXXXIV
166	Chapter LXXXXXXV
167	Chapter LXXXXXXVI
168	Chapter LXXXXXXVII
169	Chapter LXXXXXXVIII
170	Chapter LXXXXXXIX
171	Chapter LXXXXXXX
172	Chapter LXXXXXXXI
173	Chapter LXXXXXXII
174	Chapter LXXXXXXIII
175	Chapter LXXXXXXIV
176	Chapter LXXXXXXV
177	Chapter LXXXXXXVI
178	Chapter LXXXXXXVII
179	Chapter LXXXXXXVIII
180	Chapter LXXXXXXIX
181	Chapter LXXXXXXX
182	Chapter LXXXXXXXI
183	Chapter LXXXXXXII
184	Chapter LXXXXXXIII
185	Chapter LXXXXXXIV
186	Chapter LXXXXXXV
187	Chapter LXXXXXXVI
188	Chapter LXXXXXXVII
189	Chapter LXXXXXXVIII
190	Chapter LXXXXXXIX
191	Chapter LXXXXXXX
192	Chapter LXXXXXXXI
193	Chapter LXXXXXXII
194	Chapter LXXXXXXIII
195	Chapter LXXXXXXIV
196	Chapter LXXXXXXV
197	Chapter LXXXXXXVI
198	Chapter LXXXXXXVII
199	Chapter LXXXXXXVIII
200	Chapter LXXXXXXIX

READING ROOM

201	Chapter LXXXXXXX
202	Chapter LXXXXXXXI
203	Chapter LXXXXXXII
204	Chapter LXXXXXXIII
205	Chapter LXXXXXXIV
206	Chapter LXXXXXXV
207	Chapter LXXXXXXVI
208	Chapter LXXXXXXVII
209	Chapter LXXXXXXVIII
210	Chapter LXXXXXXIX
211	Chapter LXXXXXXX
212	Chapter LXXXXXXXI
213	Chapter LXXXXXXII
214	Chapter LXXXXXXIII
215	Chapter LXXXXXXIV
216	Chapter LXXXXXXV
217	Chapter LXXXXXXVI
218	Chapter LXXXXXXVII
219	Chapter LXXXXXXVIII
220	Chapter LXXXXXXIX
221	Chapter LXXXXXXX
222	Chapter LXXXXXXXI
223	Chapter LXXXXXXII
224	Chapter LXXXXXXIII
225	Chapter LXXXXXXIV
226	Chapter LXXXXXXV
227	Chapter LXXXXXXVI
228	Chapter LXXXXXXVII
229	Chapter LXXXXXXVIII
230	Chapter LXXXXXXIX
231	Chapter LXXXXXXX
232	Chapter LXXXXXXXI
233	Chapter LXXXXXXII
234	Chapter LXXXXXXIII
235	Chapter LXXXXXXIV
236	Chapter LXXXXXXV
237	Chapter LXXXXXXVI
238	Chapter LXXXXXXVII
239	Chapter LXXXXXXVIII
240	Chapter LXXXXXXIX
241	Chapter LXXXXXXX
242	Chapter LXXXXXXXI
243	Chapter LXXXXXXII
244	Chapter LXXXXXXIII
245	Chapter LXXXXXXIV
246	Chapter LXXXXXXV
247	Chapter LXXXXXXVI
248	Chapter LXXXXXXVII
249	Chapter LXXXXXXVIII
250	Chapter LXXXXXXIX

APPENDIX

251	Chapter LXXXXXXX
252	Chapter LXXXXXXXI
253	Chapter LXXXXXXII
254	Chapter LXXXXXXIII
255	Chapter LXXXXXXIV
256	Chapter LXXXXXXV
257	Chapter LXXXXXXVI
258	Chapter LXXXXXXVII
259	Chapter LXXXXXXVIII
260	Chapter LXXXXXXIX
261	Chapter LXXXXXXX
262	Chapter LXXXXXXXI
263	Chapter LXXXXXXII
264	Chapter LXXXXXXIII
265	Chapter LXXXXXXIV
266	Chapter LXXXXXXV
267	Chapter LXXXXXXVI
268	Chapter LXXXXXXVII
269	Chapter LXXXXXXVIII
270	Chapter LXXXXXXIX
271	Chapter LXXXXXXX
272	Chapter LXXXXXXXI
273	Chapter LXXXXXXII
274	Chapter LXXXXXXIII
275	Chapter LXXXXXXIV
276	Chapter LXXXXXXV
277	Chapter LXXXXXXVI
278	Chapter LXXXXXXVII
279	Chapter LXXXXXXVIII
280	Chapter LXXXXXXIX
281	Chapter LXXXXXXX
282	Chapter LXXXXXXXI
283	Chapter LXXXXXXII
284	Chapter LXXXXXXIII
285	Chapter LXXXXXXIV
286	Chapter LXXXXXXV
287	Chapter LXXXXXXVI
288	Chapter LXXXXXXVII
289	Chapter LXXXXXXVIII
290	Chapter LXXXXXXIX
291	Chapter LXXXXXXX
292	Chapter LXXXXXXXI
293	Chapter LXXXXXXII
294	Chapter LXXXXXXIII
295	Chapter LXXXXXXIV
296	Chapter LXXXXXXV
297	Chapter LXXXXXXVI
298	Chapter LXXXXXXVII
299	Chapter LXXXXXXVIII
300	Chapter LXXXXXXIX

PART IV.

TESTIMONY AND DOCUMENTS

IN RELATION TO THE MANAGEMENT OF THE

NAVY YARDS OF THE UNITED STATES.

TESTIMONY AND DOCUMENTS

BY TESTIMONY TO THE HONORABLE

SENATORS OF THE UNITED STATES

EXPENDITURES IN CHARGE OF BUREAU OF YARDS AND DOCKS.

BROOKLYN NAVY YARD.

No. 3.—Testimony of Com. Thomas R. Rootes.

THOMAS R. ROOTES called and examined.

By the Chairman:

Question. What is your occupation?

Answer. Commander in the navy of the United States.

Question. How long have you been in the navy.

Answer. I entered the navy the 1st of March, 1827.

Question. When were you stationed in the navy yard at Brooklyn, New York, and how long were you stationed there?

Answer. I was stationed there about 17 months up to the latter part of October last; I believe from about May, 1857. I was detached from the navy yard on the Wednesday before the elections that came off in New York on Tuesday.

Question. What was the mode of appointing master workmen before you went to the navy yard in 1857?

Answer. I know nothing about that, as I never had performed duty in a navy yard before that time.

Question. What is the duty of the commandant of a yard?

Answer. He opens and answers all correspondence, puts his signature to all requisitions and bills, and has a general supervision of the whole yard. Suppose there are 100 carpenters wanted: the foreman or master of the carpenters will make out a requisition certifying that 100 men are needed; this requisition is then taken to the naval constructor, who also signs it; the requisition is then taken to the commandant's office, where the signature of the naval constructor is looked upon as a guarantee that the men are required, and the commandant then puts his signature to it.

Question. What power has the commandant over the men after they are engaged? Has he the power to remove them?

Answer. I took that power upon myself when acting commandant. If I found men idling away their time I dismissed them.

Question. Was that made a matter of complaint against you?

Answer. Yes, sir; I made it my duty to go through the yard and the shops. They complained of that, holding that I should be compelled to confine myself more to the office.

Question. Were any complaints made to the Secretary of the Navy?

Answer. There was no complaint made by me, except upon occasion when I reported 96 caulkers to the Secretary. On one occasion there were some 96 or 100 caulkers discharged from the yard. It was during the time when we had nothing but treasury notes to pay the men with, and it was impossible for the purser to get change for that purpose. It was some days before the men could get paid off. On one occasion some two-thirds of these men came out in front of

the commandant's office and demanded to be paid their wages before the others in the yard got theirs. I told them that as soon as arrangements could be made by the purser to get change they should all be paid in their regular order. At one time they went to the purser's office and came out in front of it just as I came along, and they made use of some very improper language. When pay day came Purser Murray sent word to me at my house that it was utterly impossible for him to go on with the duty of paying the men, for the caulkers were acting outrageously. I had doubled the number of watchmen—put all in the yard that I could. I went over to the purser's office, and as soon as I got there I ordered out a file of marines and commanded the men to stand back. I picked out some four or five men upon that occasion. They would never tell their names when I would ask them, and the only way I could find out who they were was to point them out to some one of the watchmen, who would watch them when they came up to get paid and get their names then. I think I got three or four of them on that occasion and discharged them. On another occasion these men were discharged for want of work, a regular dismissal was made out by the master of the caulkers himself; on that occasion it was just as bad again; they hustled me off the sidewalk, and acted so badly that I went into the office and sent for a list of the whole number of names, ninety-six in all, and told the first lieutenant that I was going to dismiss the whole ninety-six of them. The first lieutenant said: "Now, Captain Rootes, I think, before you do that, you had better just dismiss those we can lay our hands upon, and leave the thing to the department." I did so; I enclosed the whole ninety-six names to the Secretary of the Navy and requested that they might be discharged, and never allow them to enter that or any other navy yard of the United States again. The answer of the Secretary of the Navy was, that if Commander Rootes would identify the men who had acted in this way they would be dismissed. I answered by return mail, stating that those I could get the names of had been dismissed; and then that matter ended; however, it had a good effect, and the men behaved remarkably well afterwards.

Question. Has the commandant of the yard the power of appointing these men?

Answer. No, sir.

Question. Has he the power of removal?

Answer. Yes, sir, he has the power of removal. If we catch the men idling away their time we can dismiss them.

Question. What is the first rank in the yard below that of commandant?

Answer. Commander.

Question. Who was the commander in the Brooklyn navy yard?

Answer. I was.

Question. What was your duty?

Answer. My duty was general. I could do nothing in the yard when the commandant was there without his sanction. If I wanted to make a change, I made a report to him; if I wished to adopt any course in the yard, I went to the commandant and got his views upon

it. In his absence I performed his duties. My duty is to carry out the orders of the commandant or commodore.

Question. What was the next in rank?

Answer. The first lieutenant.

Question. What is his duty?

Answer. A general duty throughout the yard; for instance, to go to the office every morning when the bell rings, and to be there at one o'clock in the day and detail the men for certain duties in the yard. In fact, his were general duties.

Question. What was the next grade below that of lieutenant?

Answer. It should have been that of master, but we had none. Instead of that we had a junior or second lieutenant. When I was in the Brooklyn navy yard the first lieutenant and myself generally fitted out the ships. The junior lieutenant generally acted as an inspecting officer, inspecting the stores sent in, and saw that they were sent in at fair market prices before he passed them. The duty of the commander of the yard was to attend to almost everything. For instance, a ship is going to be put out of commission; as commander, I had to attend to that. A ship is going into commission; as commander, I had to attend to that.

Question. Has the commandant the power of limiting the number of men employed in the navy yard?

Answer. The general way there was—at least I used to do it when I thought the men might not be needed—whenever a requisition was sent to the commandant for more men, I, when acting as commandant, would send it back, writing upon it to know if it was absolutely necessary to have these men. If it came back stating that they were really needed, I usually let the men in.

Question. Was the duty of the lieutenant to carry out your orders?

Answer. Yes, sir.

Question. What was the duty of the master?

Answer. His general duty was to inspect the articles and things purchased, &c.

Question. Who was the master in your yard?

Answer. When I first went there, Lieutenant Newcome acted as master.

Question. Who are the civil officers, according to their rank, and what are their duties?

Answer. The naval constructor was Mr. Delano; his duty is to have a general charge of the ship building; to attend to the whole general building of the ships. Then comes Mr. Graham, the constructing engineer, as he is called; he attends to the building and repairing of docks, the building and repairing of houses, &c. Then comes Mr. Hastings, who is Mr. Graham's assistant; his duty, I suppose, is to carry out the orders of the constructing engineer. Then there is Mr. Anson Herrick, the naval storekeeper; he has charge of everything that comes into the yard in the shape of stores, with the exception of those in the ordnance department and the purser's department; he has charge of all things that pertains to ships, timber, rigging, &c. Then comes George W. Lee, the clerk of the yard; his

duty is to see that the men are mustered night and morning, and calls one portion of the roll himself, I think; as well as I can recollect, the clerk of the yard keeps the accounts of all the men employed in the yard, a list of the time they are there, and by his books they are paid. Then there is the surgeon of the yard; his title indicates his duties. There is the purser of the yard, whose duty it is to pay off all the officers and men of the yard, and to pay off all who are upon his books, some of whom may be in distant States. Purser Murray is in the Brooklyn navy yard now.

Question. What is the duty of the navy agent?

Answer. For instance, a requisition is made out for certain stores that are needed; it goes over to his office, and he, I believe, is supposed to make purchases on open contract; all payments of moneys for these stores pass through the office of the navy agent. The commodore himself can pay no bill in the yard for these stores, but his signature is a guarantee to the navy agent to pay it. Then there is a gunner of the yard; he is a warrant officer in the service. His duty is to fit out that portion of the ship under his charge, with the assistance of the ordnance officer, to put in the guns and the ammunition. Then there is a gentleman called a carpenter to the navy, or a master of the carpenters. He has some few hands under his charge, and attends to patching up about the yard, the railings, and whatever else tumbles down. The sail-maker is another warrant officer; his duty is to attend to the cutting out and making and the repairing of all sails for ships.

Question. Do you know how many master workmen—masters of different gangs of workmen—there were in the yard when you went in in May, 1857?

Answer. When I first joined the yard there were master workmen: James R. McGee, carpenter; William Merrifield, blacksmith; Francis Phillips, spar-maker; Romeo Friganza, ship joiner; J. Hardenbrook, cooper; H. S. Strickland, caulker; Peter McManus, block-maker; Lewis W. Berry, painter; James Kerrigan, boat builder; A. J. McCarty, plumber; Hugh McLaughlin, laborer; John Farron, steam engineer. Each of these master workmen has a department of his own, with a number of men under him. The head or master laborer is a man who has charge of a large number of men, putting stores in ships, &c. Peter Turner was master gun-carriage maker; Lawrence Cohen was master house carpenter; John Moore was superintendent of the coffee-mill. In the Brooklyn navy yard we grind all the coffee, pepper, and mustard for all the service. We grind up 20,000 lbs. of coffee at a time sometimes. Under the old contract system we used to get black pepper, one-half of which would turn white in a few months. Now we have none of this adulteration in these things. I think this one of the best things for the service that has been done. They have perfectly fresh articles of this kind. When a vessel leaves she takes three months' or more supply of coffee, and then when that is gone more is sent to them. Henry Kent is master machinist, and Edward Hart is draughtsman to the naval constructor.

Question. What persons were in these offices that you have named when you left the yard?

Answer. Daniel Kennedy was appointed master stone-cutter. I think that was a new office. David Hogg was made master caulker in the place of Mr. Strickland, who was dismissed. Peter McManus was removed from the place of master block-maker, and a gentleman of the name of John Fox was appointed in his place; I examined him for the place. Lawrence W. Berry, master painter, was removed, and a gentleman by the name of William Turner was appointed in his place. However, the following are the names of those who were employed when I left there: James R. McGee, master carpenter; Romeo Friganza, master ship joiner; William Merrifield, master blacksmith; A. J. McCarty, master plumber; Francis Phillips, master spar-maker; James Kerrigan, master boat builder; William Turner, master painter; David Hogg, master caulker; John Fox, master block-maker; Thomas Hardenbrook, master cooper; Hugh McLaughlin, master laborer; John Ross, master house carpenter; John Orr, master timber inspector.

Question. What were the number of men employed in each of these departments when you went into the yard?

Answer. The number of men for each and every day in the year can be got from the books in the Brooklyn navy yard. For instance, on rainy days there would be 600, 800, or 900 men who would not come into the yard. All this can be obtained from the clerk of the yard in New York. I think that when I left there were some 2,300 men in that yard. I understand that the very day I was detached and came on here there were a great many persons put in.

Question. Was there any limit upon the power of these masters of the mechanics to put men in?

Answer. I will state this: When a change was made of one of the master workmen, the new one would come into the yard and find a gang of men already there. It became necessary to discharge some of the men for want of work, and the list was made out and approved by the master workmen and by the commandant of the yard, and the men were dismissed. When it became necessary afterwards to appoint new men, I observed that it was very seldom that many of these old ones came back again.

Question. Who made the selection of the men?

Answer. The master workmen. For instance, in Mr. McLaughlin's department—that of the laborers—one hundred men are discharged to-day; when we want one hundred men additional he makes the selection.

Question. Who makes the appointment of the master workmen, and of all the officers?

Answer. The Secretary of the Navy, I think.

Question. What power has the commandant over these civil officers?

Answer. None at all. For instance, the Secretary of the Navy orders a gentleman there before the board to stand an examination for the place of master carpenter or master blacksmith. The commandant of the yard, the naval constructor, and the constructing engineer

compose that board. They examine the man and make their report. If he passes, the appointment is given to him.

Question. Has the commandant of the yard the power to dismiss these master workmen?

Answer. No, sir; he can suspend them from duty and report them to the department.

Question. Has the commandant of the yard any power over the officers, the naval storekeeper, the naval agent, &c.?

Answer. He cannot remove them, but they can do nothing pertaining to the yard without his knowledge.

Question. What power has he over the navy agent, for instance?

Answer. None at all that I ever found out.

Question. What power has he over the naval constructor?

Answer. The naval constructor is an officer of the navy, because he is upon the register. He holds his office during life, or good behavior. He receives a warrant, I suppose, and is a warrant officer.

Question. What power has the commandant over the naval storekeeper?

Answer. He has some power over him, but I do not know that he could do anything more than to suspend him from duty until he could report him to the department.

Question. How do you obtain your stores in the navy yard, your beef, pork, &c.?

Answer. The beef, pork, butter, cheese, and all those things, are all obtained by contract, I think.

Question. Were there any contracts made this last year?

Answer. I do not know anything about that. I suppose there were. I saw contracts in the New York yard before I left. Contracts for beef, pork, and things of that sort, go to a different bureau—to the purser, who attends to things of that kind entirely, although he cannot do anything without the sanction of the office. The officer in charge of that bureau, the purser of the yard, can order nothing and get nothing without the approval of the commandant. As to getting things by open purchase, we make out a requisition for anything that is not furnished under contract. A requisition is made out in the first place, and signed by any department that wants the article, by the master workman of that department; then Mr. Delano signs, and so on. It is then taken to the naval agent, who makes the purchase and sends the things to the yard. When they come there we have an inspecting officer whose duty it is to inspect these articles and see that they are good, and then, the next thing, to satisfy himself that they are charged at fair market prices. To do that he sends men over to find out what is a fair price, and sometimes the articles are all rejected on that account—for being above market prices. There was a great deal of trouble about that matter in the Brooklyn navy yard when I was there.

Question. Do you know of any particular cases of complaints made to the commandant that the navy agent received a gratuity of money for giving these open contracts or for making these purchases?

Answer. I do not know anything, of my own knowledge; I have heard many things whispered about.

Question. If complaints had been made to you while you were the acting commandant, had you any power to act in the matter?

Answer. No, sir; I should have forwarded the complaint to the department.

Question. When the navy agent makes these purchases, do the articles go to the naval storekeeper?

Answer. Yes, sir; in the receiving store.

Question. Does the naval storekeeper give a receipt for them?

Answer. Yes, sir; I believe they go to the naval storekeeper, and the proper person inspects them and sees if they are of good quality and at a fair market price; the inspecting officer is generally the junior lieutenant of the yard; to satisfy himself of this he has to send over to New York.

Question. Is that the only check upon the naval agent in making purchases?

Answer. The navy agent is required, under the regulations, to certify or put upon the bills that they have been examined by him and are all right; this matter was a source of great trouble in that yard. Shortly after I was there the firm of Secor & Co. reported me to the Navy Department; on one occasion, in fitting out a ship, the Vincennes, I think it was, there was a little fire engine or force-pump required; there was no inspecting officer in the yard; one of Secor's men came to me and said that there was a requisition for a fire engine or force-pump, said the ship must have it. He said it will be very costly. I said, sir, it does not make any difference about the price of the article, provided it is a fair market price. I cautioned the man several times about fair market price for the article; the man went away. This and some other articles were brought into the yard for which they charged \$90 and \$130 each; I do not know but what more. The inspecting officer sent over to New York and found out that we could get these articles for much less. I think that afterwards we did get them for \$80; these others were of course rejected, or a part of them; I was reported to the department; there is a letter in the Navy Department containing something about this pump and other things; and I conclude the letter by saying that everything that had been furnished to the New York yard by Secor & Co. while I had been there had been far above market price.

Question. Who was this Secor?

Answer. I understand he was the security for Mr. Saunders; he furnished nearly everything upon open contract, or open purchase, that is, I thought so.

Question. What was the total amount of purchases made by the navy by open contract?

Answer. I have not the least idea. I do not know, and I could not get at it except by going to the New York yard and referring to the books. It would be nothing in the world but guess work for me to say now. It was immense; sometimes they would buy 300 or 400 barrels of pork at one time, at \$26 a barrel more or less; all that

passes through his hands, though advertised, for the lowest bidder furnishes the article.

Question. Who furnished all these goods in open contract?

Answer. From my recollection, Secor & Co., and other persons whose names I do not recollect.

Question. Was there a man by the name of Grandison who furnished any of them?

Answer. I do not recollect.

Question. Did John Wendell furnish any of them?

Answer. He used to furnish articles, but I do not know whether it was by contract or by open purchase.

Question. Do you remember a firm by the name of Delano & Co?

Answer. Yes, sir; I recollect them; but I cannot tell whether they furnished goods by contract or by open purchase.

Question. What relation did this C. A. Secor occupy in reference to Mr. Saunders, the navy agent?

Answer. I have understood that he was a bondsman of his.

Question. Do you know Mr. Grandison?

Answer. I do not recollect that name.

Question. What connexion was there between Secor and Herrick, the storekeeper?

Answer. I do not know of any.

Question. Are you sure that any inventory was taken of those goods when they went into the hands of the naval storekeeper?

Answer. I was always given so to understand.

Question. When did Mr. Herrick become storekeeper?

Answer. He was there when I reported for duty.

Question. Was there any inventory taken then?

Answer. There was a trial made to take one; there were two or three persons engaged in taking it; but I think I have heard that they never could agree; that is, their account and the storekeeper's.

Question. Do you know anything about it?

Answer. I do not; Commander Rodford, Commander Green, and Purser Barry were on it; Lieutenant Leroy was on it at another time, I think.

Question. Do these stores purchased by the naval agent have a specific place to go into?

Answer. Yes, sir; we have what is called a receiving store; and the goods are taken there; if they are obtained by open purchase then the inspecting officer inspects them; if they are for the engineer's department, the engineer goes also, and sees if the articles will answer the purpose; if the inspecting officer passes the article as good and at a fair market price, he so certifies to the naval storekeeper, and he then puts it in the inventory, as I understand.

Question. Is there any account kept with the naval storekeeper, charging him with these articles?

Answer. None but his own that I know of.

Question. Is there any officer charged with keeping an account with the naval storekeeper?

Answer. Not that I know of. All of these articles that come into

the yard, whether by contract or by open purchase, before they are signed or certified by the commandant of the yard, are put upon the books of his office. There is not an article bought for the yard, or a piece of work done there, but what is put down on the books in the commandant's office; I have always been led to believe so. If we want to find out how any particular fund stands we get it from the commandant's office; so that these books can always show what has been purchased, so I understood.

Question. Is that the account current kept with the naval storekeeper?

Answer. No, sir; not that I know of.

Question. What account is kept of these articles when they are delivered out?

Answer. After the articles go into his store he cannot let anything go out—at least they pretend not to do it—without a requisition signed by the commandant of the yard. At least that should be done, and it was always done so far as I know. For instance, in fitting out ships a requisition is made out for the ship, and the articles are brought in and delivered on the ship, and the storekeeper makes out the charges against them.

Question. Suppose that a quantity of pine lumber is ordered, and it is purchased by the naval agent, and it is delivered to the naval storekeeper, do not the ship carpenters go and use that lumber at pleasure from the pile, for ship purposes?

Answer. I am not aware of the fact. If they did it was very improper. If a quantity of timber goes into the yard for the use of the naval constructor, he makes out his requisition, and that goes to the storekeeper, and he must have an account, so as to take it off his books. Even in the matter of coal, if a ship comes in there and wants five hundred tons of coal, a requisition is made upon the storekeeper for it; the ship is charged with the same, and every eighth or tenth bag is weighed as delivered. So far as I found out these things, they all went on very well.

Question. What proportion of the articles purchased by the naval agent was by open purchase, and what proportion by published bids?

Answer. I could not tell.

Question. Who opened these bids?

Answer. They were opened and the contracts awarded, I think, here in Washington. I can tell you how bids are opened in New York. For instance: the Bureau of Provisions and Clothing writes on to the commandant of the yard to authorize the navy agent to advertise for bids; as soon as he has advertised he notifies the commandant in writing that on a certain day the bids will be opened, and he will be glad to see himself or any of his officers there at the time to see the bids opened. The time arrives; the bids are brought in; the seals are broken in the presence of the officer, and the contract is awarded to the lowest bidder, if they can find him, which is not always the case; and sometimes they have to go or send to three or six different bidders before they can find the one, as the bids are made out under fictitious names, so I have understood.

Question. How many men were employed in the yard when you first went there?

Answer. Between 1,700 and 1,900, I think.

Question. How many when you left?

Answer. Between 2,200 and 2,300.

Question. Was that more or less than the service required?

Answer. If I had been carrying on works of my own I should have got along with less.

Question. What was the effect of the authority given to the master workmen to employ their own laborers?

Answer. It gave them power to select their own friends, who, probably, often proved not to be as good men as might have been had.

Question. What effect did it have in increasing the number of men employed?

Answer. The number could only be increased by a requisition. For instance, everything wanted in the blacksmiths' department had to go through Mr. Delano, the naval constructor.

Question. How was it about the laborers?

Answer. Mr. McLaughlin, the master laborer, selects those in his department, and signs the requisition; then the commandant approves.

Question. Were any men employed during last fall by reason of political considerations?

Answer. I do not know of anything of the kind, from my own personal knowledge. I have no information; none was sent to the office. It used to be whispered about by some parties, but always when I asked them they backed out, and said they got it from such and such a man.

Question. Do you know the cause of your removal?

Answer. No, sir.

Question. Was any requisition made upon you from the Navy Department in regard to the number of men in the yard—any requisition made before you were removed?

Answer. No, sir; the commodore was there at the time, and the communications, if any, would go to him.

Question. Was your attention ever called, while you were in the yard, to any correspondence between Commodore Kearney and Hon. George Taylor?

Answer. No, sir; I never saw that correspondence, except some that was published in the New York Times. When we received the order to fit out the Niagara, after her return from the telegraph expedition, to take that cargo of slaves back to Africa, we had about four days allowed us to do it in. The first lieutenant of the yard staid up two days and two of the nights, and I staid up two days and two of the nights, in order to get the ship ready. On that occasion we had to employ from one hundred to two hundred extra laborers, as our other laborers were very much exhausted. After the Niagara sailed I tried to get those extra hands discharged. This was just a short time before I was removed; but they always managed to find something for them to do. I have no doubt but what there would have been a decrease but for some reasons; what they were I know not; at all events, these men were kept on there until after I left.

Question. What information have you in regard to there having been an increase in the number of the men after you left?

Answer. I only know from hearsay. I heard it stated about that some men had been employed, and that the clerk of the navy yard gave the information.

Question. From whom did you hear this?

Answer. From some persons in my house, when I went on after my family; from none of the officers, because I saw only one or two of my old and most intimate friends. I had nothing to do with the yard from the time I was detached. I was detached right upon the spot, without waiting to be relieved by an officer of my own grade.

Question. Can you give the time when you were detached?

Answer. It was the Wednesday in October before the New York elections in November last.

By Mr. Bocock:

Question. Who succeeded you after you were detached?

Answer. Captain Foote; I did not see him; my orders were peremptory, and I was in Washington the next morning.

Question. Was Captain Foote in New York at the time you left?

Answer. No, sir; not to my knowledge.

Question. When did he take possession of your quarters?

Answer. I think I left to go down to Norfolk, after I had been on here to Washington, about the eighth of the month, and I think that the following Wednesday he went into my house; I was, you may say, pitched right out, myself and family.

Question. Had there been any disagreement between yourself and the Navy Department?

Answer. Not a word.

Question. Had they issued any orders you had not carried out?

Answer. No, sir; not to my knowledge. I went there determined not to flinch from carrying out my duty; and the first thing I knew about it I was detached. I thought I was gaining ground all the time and being supported in all I did.

Question. What are your politics?

Answer. I am a democrat. When I went to New York, I went to do my duty in my official capacity, not to be a politician.

Question. I have heard it stated that it is very often the case that men are entered upon the roll there as laborers in some of the different departments, and receive pay as laborers, who absent themselves from work. Is that so?

Answer. That was one report, and I think in the correspondence; and that is where I should like to have the committee call for the correspondence between Mr. Graham and myself; between Commodore Smith and myself, as acting commandant; between the commandant of the yard and Mr. Graham, and between the commandant of the yard and Commodore Smith. That was one of the things I thought I was clearing up pretty well when I left the yard. There were a great many reforms made in the yard while I was there. It had been the habit to allow several persons the right to take away the

checks from the names of those who missed the call at the bell ring; while I was there that was all stopped. I never could get hold of this matter so as to report it to the department. It was whispered about that there were men who would go out about the country electioneering for parties, and be gone eight or ten days, and receive pay in the yard while they were gone; but I could never get proof of it. I think that a short time before I left the New York yard, the foreman under Mr. Cohen made a charge against Mr. Cohen and some one else in the yard that they were in the habit of letting men go out of the yard and still receive their wages. I have no doubt in my own mind that it was done, and I think if the committee will call for this information they will find it out. My impression, is Commodore Kearney forwarded these charges to the honorable Secretary.

Question. By whose agency was this pay to be wrongfully allowed?

Answer. By the master workman winking at it, or some other person.

Question. When do you call the roll?

Answer. About eight o'clock this season of the year; and then we mark the absentees again at 1 p. m.

Question. Who calls the roll?

Answer. The clerk of the yard and his assistants. The roll is also called again at one o'clock; and no one can now allow the check to be taken from a man's name for absence except the commandant of the yard and the executive officer.

Question. When was that regulation commenced?

Answer. That was done, I think, a little short of a year ago. That is in the correspondence I wish the committee to call for, I think.

Question. You speak of the number of men in the yard when you went there as being from 1,700 to 1,900 men, and when you left as being from 2,200 to 2,300. How did the work in the yard compare at the two periods? Was there more work going on when you left than when you went there?

Answer. In some departments there was more, in others there was not.

Question. As near as you can remember, what work was going on in the yard when you left last October?

Answer. We had work on the launching ways; work in the ship-houses; putting up a new storehouse; repairing ships and fitting out ships; the St. Louis was being fitted out, and the Susquehanna had just come up to the dock; and then we were fitting out a large number of vessels for the Paraguay expedition. But men do not work in the navy yard as they work outside. We generally, however, aim at having our men work 10 hours a day, I think.

Question. As far as you have seen, is the requirement rigidly enforced? Are they required to work up to the time of being discharged at night?

Answer. That is what we try to do.

Question. What is your precise meaning when you say that the men do not work in the yard as they do outside?

Answer. I mean that they do not work with as much energy; that

they do not despatch business as fast. I believe it is generally admitted by everybody that the day's work in the navy yard is from twenty to thirty per cent. below that of a day's work outside.

Question. Have you known anything about government work in any other department besides the navy yard?

Answer. No, sir; and that was a new thing to me there.

Question. Do you say that the stores sent over by Secor & Co. were above fair market price?

Answer. That was my report to the department. The firm of Secor & Co. complained to the department that I had ordered a steam engine or pump, and then would not accept it when they delivered it. The department wrote to me for an explanation. I gave it to them, and I referred also to a number of other articles they had furnished, and gave their prices for them; and the concluding portion of my letter was, I think, that I would further state that during all the time I had been in the yard nearly everything furnished by Secor & Co. was far beyond the market price.

Question. Were these articles received in the yard?

Answer. They were rejected by the inspecting officer at first, but after a time they came down and took the market prices on many articles. On one occasion, in the New York yard, we got short of teams in the yard; it was necessary that we should have another yoke of oxen. I told the commodore that we wanted them. "Very well," said he, "make out your requisition for them." The requisition was made out and sent over by private conveyance to the navy agent. I sent word that I wanted the teamster to select the oxen. He sent me word back that he would select them himself. We waited for them a month and three days, or thereabouts, without getting them. Then I went into the office and told the secretary—the commodore was not there—to cancel the requisition, and he did so. I informed the commandant what I had done, he having signed the first requisition. About a fortnight or three weeks after, it again became necessary to have another team of oxen. I made out the requisition for them, and then sent up into the country and had them brought into the yard without passing through the office of the navy agent at all; the bills passed through his office.

Question. Had you authority to do that?

Answer. We tried it, at any rate, and there were no complaints made. I suppose that if Mr. Saunders had chosen to contest the point, he could have refused to pay the bill.

By the Chairman:

Question. Has Mr. Saunders been absent a great portion of his time in Kansas?

Answer. I do not think I saw him more than three times during the seventeen months I was in the New York yard. I know this, that on no occasion when in Mr. Saunder's office do I recollect of seeing him there.

Question. Who attended to his business?

Answer. His chief clerk, I suppose. There was some gentleman

there they called "Doctor,;" but I never saw Mr. Saunders in his office.

Question. Who fixes the wages of the workmen in the navy yard?

Answer. It is supposed to be regulated by the wages outside, in the private yards.

Question. Is not the precise rate given to each workman fixed by the master of the workmen?

Answer. I suppose it is; he says, for instance, this man is worth \$2½ a day, that one \$2, and so on. But I think our prices are always more than is paid outside. We could never get the precise prices outside. If we sent to the private yards and asked for it, they would send word back that it was none of our business, in some cases.

Question. Do you know of any cases where these workmen paid for being employed?

Answer. I have heard of it repeatedly. I have had men tell me so; some of the Irish laborers who wanted work in the yard said that they would have to give twenty cents a day, or so much a week, out of their pay, to get a place. But when I would try to get them to put it down in black and white, they would back out of it, and say that they would not be able to get employment if they did so.

Question. How often were these complaints made?

Answer. Very often; I do not know how often.

Question. Had you ever any complaints brought before you that the master painter took the paints of the United States government, and used them for the purpose of painting the buildings of private citizens?

Answer. Not to my knowledge. I will say this, however, when this master painter, who is now there, came to be examined before the board, I asked him if he knew what was the duty of a master workman in the yard. He said it was to set a good example to the men and keep them at their duty. "Further," said he, "Captain Rootes there are not three men in the yard now who do the duty of one," alluding, I suppose, to the painters. I said to him "that is the opinion of more than yourself, and I am glad to hear you say what you do; I hope when you come in here you will set them a good example." Yet within two or three weeks after that my attention was drawn by some person saying that this same master workman was receiving a gold watch from the men in his employ. The master blacksmith also received one or two costly presents; and one of the other master workmen received a diamond breast pin, so I heard. I often said to parties that I was afraid that they were receiving these gold watches and diamond breast pins for no good. But the men never complained to me about it. Suppose that out of a gang of men some 100 or 150 were to be discharged from the yard: some of the men in the gang get up a subscription for a gold watch or something of that kind for the master workman; and those who did not put their names down on the subscription were sure to go out, from what I could hear.

By Mr. Bocock:

Question. Were these charges ever made to the department?

Answer. I was engaged in hunting the matter up when I was detached from the yard.

By the Chairman:

Question. Did you derive any information from the files of your office when you went there as to the time when this mode of appointing laborers was instituted in the Navy Department?

Answer. I cannot tell now about that.

Question. Was not the former mode of appointment to give the power of appointing to other parties than the master workman?

Answer. I think I have heard that formerly the employment of the laborers was vested in the commandant of the yard. I think I heard that after I had been some years in the naval service.

JANUARY 27, 1859.

THOMAS R. ROOTES recalled.

By the Chairman:

Question. Do you remember the occasion of a large accession to the force of laborers in the yard under Mr. McLaughlin, the master of the laborers, while you were there?

Answer. Yes, sir; we had a pretty large accession to the force while we were fitting out the Niagara, which I considered absolutely necessary.

Question. When was that?

Answer. That was when she was fitted out to carry some negroes back to Africa, in September or October, 1858. I cannot recollect the date exactly. But on that occasion I considered it absolutely necessary to have this increase of laborers.

Question. After the Niagara was fitted out and sent away, were these additional laborers still retained?

Answer. Yes, sir; they were retained until after I left, although I thought they could be discharged. I had work for them sometimes; but when the work got slack I told the commandant of the yard on several occasions that I thought they could be dispensed with; but they were kept at work.

Question. Were there any applications made to you, or to the commandant of the yard, or to any of the master workmen, by any member of Congress as to the propriety or necessity of keeping these men there in the yard until after the election was over?

Answer. I do not recollect that any application was made to me. The commodore was in the yard at the time, and any such application would go to him.

Question. Do you know of any such conversation or correspondence between the commandant of the yard, Commodore Kearney, and any member of Congress?

Answer. No, sir, I do not.

Question. Do you know whether any such request was made of the commandant by members of Congress?

Answer. No, sir; being second in the yard, and the commodore being there, I would not have seen any of these communications.

Question. Were any complaints made at any time, or was there any dispute, in regard to Mr. Turner, the master painter?

Answer. Yes, sir, there was; but it was not made to me, for the commodore was in the yard at the time. But it passed in a measure through my hands; I heard of it sometimes, but the written communications did not come to me. I suppose the difficulty you allude to was the one between Colonel Harris, commanding the marines, and Mr. Turner, the master painter.

Question. What was that difficulty?

Answer. There was an order given to paint the building which was occupied by the marines at the gate of the yard as you enter. Colonel Harris on several occasions told me in conversation, as I was the executive officer of the yard, that these men did not do their work—these painters, I mean—and that he had, upon several occasions, spoken to them and threatened to report them. He (Colonel Harris) came down to the office one day—I don't remember which day—and said, in conversation with me, that Mr. Turner, the master painter, had come up to him and accosted him by saying, "You have interfered with my duty," or something of the kind, "by saying that the painters had neglected to do their duty." Mr. Turner used an oath; I do not recollect the exact oath; but he cursed and damned Colonel Harris for this. I think this was reported by Colonel Harris, in person, to the commandant, Commodore Kearney, according to the best of my recollection, and the master painter was suspended from duty by order of the commandant.

Question. What was the date of this transaction, as near as you can recollect?

Answer. I cannot tell, unless I could see the books in the yard. Colonel Harris' written report was made through the commandant of the yard to the Secretary of the Navy for action, according to the best of my knowledge.

Question. What was the result?

Answer. Mr. Turner was suspended from duty for some time.

Question. When was he restored?

Answer. I do not recollect. It was a fortnight or three weeks after he was suspended, more or less, that he was restored by order of the Secretary of the Navy. Colonel Harris is here in this city, in the barracks here, and can give the committee all the information they may need upon that subject. There was another case when Mr. Turner was reported. On one occasion I was walking through a new building that was being put up. I saw some three or four painters there, and asked them how long they had been at work upon the building, and they told me. I told them that all the painting they had done for the two or three days I could have done, with a couple of hands, in half a day. That was my candid opinion. I think I told Mr. Graham, the constructing engineer, of it; and either he or myself made a complaint to the commandant of the yard. I think some two or three officers were ordered by the commandant to inves-

tigate the matter. I never knew exactly what was the end of it. If my recollection serves me right I think the master painter was censured. I used to complain of him over and over again.

Question. Had the commandant of the yard any power over the master workmen, to discharge them or to suspend them?

Answer. He could not discharge them, but he could suspend them from duty, and report them to the department.

Question. How frequently was Mr. Turner reported to the department?

Answer. I do not know. I recollect Colonel Harris' case very well, because it was a very outrageous affair, and we did not like the proceeding at all, of a master painter cursing and damning one of the oldest officers of the naval service.

Question. Was it a common understanding in the navy yard that these master workmen received gratuities from their men, or favors from them?

Answer. That was my impression; but I could not get at the proof exactly. If I could have got it, it would have been my bounden duty to have reported it to the department; to be candid with the committee, I thought these rumors were true, and I was after the proof of the matter; it was necessary for one in my situation to be prepared with proof to substantiate these charges if I were to make them.

Question. How general was the custom of presenting these master workmen with watches and presents of this kind?

Answer. From what I heard, I was of the opinion that it was a general thing; I was trying to get proof of that matter, but the parties would back out; they would write letters to me and sign their names to them, and then when I called them up they would deny their signatures; in some cases when men came to me in the yard to obtain employment, I would tell them that I had no power in the matter, but that they would have to go to the master workmen; they would say that they could not do that, as they would be obliged to pay twenty cents a day out of their wages to get employment. In reference to Mr. Turner, I would say that at one time he got leave of absence to go to Washington. In the course of conversation, I think on that same day that Mr. Turner left, Mr. Graham, or some one said that the master painter had received a subscription of \$100 or so from his workmen to go on to Washington to get their wages raised, and he would go on there and stay two or three days and return; Mr. Graham, or some one led me to suppose that he made a handsome sum in that way.

Question. Do you know that Mr. Turner took with him a large number of his workmen over into Queens county, Mr. Searing's district, for the purpose of attending a convention there?

Answer. I do not know about his taking men over there. He applied to me, I think, just before the election, while the commandant of the yard was there, for a week's leave, or for some few days' leave. I think I said to him, "Mr. Turner, the commandant of the yard is here, or if he is not in the yard now he will be in soon, and you must take your application to him." In the course of that conversation

Mr. Turner said to me, either in my office, or in the commandant's office, that he wished to go up into his own district or his own county for the purpose of having something to do with the elections, to keep down the black republicans, or something of that kind; but as to his taking men up there I cannot say.

Question. Would there be any difficulty in his taking off a detachment of men for a day or two?

Answer. If he had taken off a detachment of men they would have been checked upon the books by the clerk of the yard for absence.

Question. Suppose he should take them off after the roll was called, what then?

Answer. If they were to leave at eight o'clock, come in again at one o'clock, at bell ringing, and answer to muster, that might be done; such a thing might happen without our knowing it. But if they were absent for three days they could not come back into the yard again without an order from the commandant. A three days' absence is equivalent to a dismissal; so I was given to understand.

Question. Was there any other check upon them but the calling the roll?

Answer. It was reported to me on one occasion, that the men were in the habit of leaving after roll call, and I told the watchmen that they must report them to me. On several occasions there were some belonging to Mr. Turner's party who were reported to me as leaving the yard after roll call. But when I made inquiries of the master painter, he would say that these men were sent over to New York to select brushes, &c.

Question. Was that practice allowed by the commandant of the yard?

Answer. Sometimes when there was a press of work, and men were anxious to get their materials and tools, this was allowed.

Question. To whom did they go in New York?

Answer. They went to the navy agent or the contractor.

Question. Do they go without any requisition?

Answer. Oh, no, sir; but the requisition, with all the proper signatures, is sometimes made out eight or ten days beforehand. No article is got from the city of New York without a requisition, so far as I know. If the master workman cannot go, the foreman is sent, or if he cannot go, some trusty man is sent to the navy agent; and he sends him, if the requisition is upon the contractor, to the contractor; and if it is for open purchase, he directs him where to go.

Question. How general was the complaint that men answered to the roll call and then left the yard?

Answer. There were several complaints made, and I always investigated them; but was satisfied sometimes that they were actually going out upon duty of the yard. I had to take the words of those who had charge of them as to that.

Question. You said that the men evaded their duty sometimes by answering to the roll call, and then they went away. How was that?

Answer. That was done on several occasions, and I dismissed one or two men who did that. The watchmen about the office are very

careful of that matter, and if they saw any one leaving the yard after they had answered to their names, they would report them. And if any of the men went out in that way I dismissed him without any further investigation, upon the watchman's word. If they were going out on duty, the master came to me.

Question. You said something in your testimony about making open purchases. Do you know of any persons who furnished articles to the navy yard on open purchase besides Messrs. Secor & Co.?

Answer. When the navy agent could not get them from Secor & Co., I suppose he got them from other parties; but my impression is that they furnished the greater portion of the articles which were got upon open purchase.

Question. Can you state anywhere near the amount that they furnished?

Answer. I have no idea; I should not like to say, only it was a pretty large sum.

Question. Who is this Mr. Secor? is he engaged in any general business?

Answer. I never was in his establishment in my life. I think I have heard that he was a hardware merchant; but if the committee will call for my letter in answer to a letter from the Navy Department, in relation to the complaints made against me by Secor & Co., they would find from that letter all they want upon this subject. I suppose I referred then to a number of articles which ranged from 20 to 150 per cent. above market prices.

Question. You said you removed the Wednesday before the election in November, and that you had been in the yard 17 months. Was that statement correct?

Answer. Yes, sir; I have been to the department since my testimony of yesterday, and there I got the dates of my order to the yard and of my detachment from it. I was ordered to the yard on the 20th of May, 1857; the order for my detachment was dated the 26th of October, 1858; and I received it on the 27th.

Question. Had you any previous notice of your detachment?

Answer. Not a particle; not a word.

Question. When was Commodore Kearney detached?

Answer. On the same day I was.

Question. Had he any previous notice?

Answer. Not to my knowledge.

Question. When did Commodore Breese assume the superintendence of the yard?

Answer. I was not there myself; but I think that Commodore Kearney or Mr. Schenck stated to me that Commodore Breese took the command of the yard on the Monday following, at 11 or 12 o'clock; I do not know which.

Question. Did the other officers take their places in the yard at the same time?

Answer. I do not know, for I was not there.

Question. What applications were made to you, if any, by members of Congress in relation to appointing men in the yard?

Answer. I have received applications on a number of occasions

from members of Congress to put men in the yard; but I never put a man in until there was a necessity for them.

Question. In favor of whom was the application made to you?

Answer. There were but two departments in the yard, the rigger's department and the sailmaker's department, in which the commandant of the yard had a perfect right to put any man. At the head of those departments were warrant officers, and I went upon the ground that while they were there we had a right to put men in there. I put in some two or three for George Taylor, member of Congress, and some one or two for Mr. Kelly, member of Congress, when I thought it was necessary to do so. Members of Congress would ask me to let men go into my department, and I would say to them, there are the articles and regulations, and we have to go by them, and cannot go beyond them.

Question. How many men who were in the yard in the fall of 1858 were appointed by master workmen?

Answer. I may say that ninety-nine out of every one hundred appointed then were appointed by master workmen.

Question. Then, if there were 2,300 men in the yard, 2,200 and over would have been appointed by the master workmen?

Answer. Yes, sir; the greater portion would be by them. All are appointed by them except the cases I have mentioned. In some cases where we wanted a messenger we had to ask the master laborer to appoint them. Even if we took a policeman in the yard, the master laborer had to make out a requisition for him.

Question. How many men would be appointed by the commandant?

Answer. Very few. For instance, if we took on five hundred men some week, probably there would not be more than ten, perhaps not over five, that the commandant of the yard would appoint. The commandant of the yard, under the orders of the department, never interferes in these matters.

Question. Do you know anything about any correspondence between members of Congress and the Secretary of the Navy about the division of the master workmen among the representatives of Congress from that region?

Answer. I do not think anything of that kind was ever put on file in the New York office while I was there; but I was repeatedly told by different masters in the yard that such was the fact. I know nothing of the sort from anything that is in the office. Mr. Graham, I think, told me several times that such was the case.

Question. Who is Mr. Graham?

Answer. He is the constructing engineer.

Question. Was it generally known among the officers of the yard?

Answer. The master workmen would not hesitate to tell me so; I never saw any of this correspondence; Mr. Graham told me it was so, and Mr. Murphy, one of the master workmen told me that it was so; he told me so the first or second day after he came into the yard.

By Mr. Bocock:

Question. Are you able to recollect now, when you were fitting out the Niagara?

Answer. No, sir; I cannot; I know that we were only about four days and four nights doing it; exact date can be had at navy yard, New York.

Question. How long was it after you fitted out the Niagara, before you commenced fitting out the vessels of the Paraguay expedition?

Answer. Some weeks, I think; but then we employed the men, or some portion of them, in screening a large amount of coal; the men were sometimes very well employed, and then, again, work would begin to get slack in the yard; I think there was something like a thousand tons of coal to screen; as long as I could find plenty of work for them to do I always kept them at it.

Question. How long was it after the work began to get slack before you commenced upon the vessels of the Paraguay expedition?

Answer. It was but a short time. When that work of screening that coal gave out we distributed the men about the yard moving timber and clearing things up, &c.

Question. Had you more men than you needed while you were fitting out the Paraguay expedition?

Answer. No, sir; I do not think there were too many at that time; but there were more a few days before these vessels came over to be fitted out; that I thought the work was slack, and I so reported to the commandant of the yard.

Question. Do you mean that for the few days the work was so slack you could have dismissed these men?

Answer. Yes, sir.

Question. Do you mean that the men did not work well, or that the work they did was not worth much to the government?

Answer. We kept them employed at work that would have to be done at some time or other.

Question. You mean, then, that the work they did was not pressing, but could have been postponed?

Answer. Yes, sir.

Question. Did you know at the time this work was slack that in a short time you had to commence to fit out this Paraguay expedition?

Answer. We knew we would have to fit out some of them, but how many we did not know. Sometimes if we knew that we should have to work upon something in a few days, even if the work was then slack, we liked to keep the men to do that work.

Question. You stated that it was the general understanding that these master workmen received presents from their men, does it come to your knowledge that any complaints of that character were ever made to the Secretary of the Navy?

Answer. No, sir.

Question. Do you know that any complaints were ever made to the Bureau of Yards and Docks?

Answer. Some were made from me. I was trying to get evidence in regard to that when I was detached. If I could have got the evidence, I should have made a report to the department. It would have been my bounden duty to have done so. It was necessary for

me, in making the original report, to have had the evidence to support the charges.

Question. Do you mean that the charges were often made to you, and you investigated them, but could not get sufficient proof?

Answer. Yes, sir. Men used to write to me, and send their letters to me through the post office, with their names to it; then when I would send for them, and ask them about it, they would deny that it was their signature.

Question. You say that the master of the painters, Mr. Turner, was reported to the Secretary of the Navy for remarks that he made about Colonel Harris—was that the extent of his punishment?

Answer. He was suspended for a fortnight or three weeks. I think books at New York will show.

Question. Did he receive pay while he was suspended?

Answer. He should not have received pay. The books will show whether he did or not. If a man is sick even, his pay is checked off against his name. That is the order of the yard, I think.

Question. I think that one of the last answers you gave was somewhat in conflict with your testimony of yesterday, or else you did not go as fully into the matter to-day as you did yesterday. You say that nineteen-twentieths of the men are subject to the master workmen. Have the master workmen the right to appoint and remove men?

Answer. I will answer by saying that if the master painter, for instance, wishes to have fifty additional painters for some particular job, the naval constructor is informed, and he, in conversation tells the commandant of the yard. The commodore will say, let them come in if necessary. The master painter is then sent for and he makes out a requisition for the number of men required and a list of those he wants appointed, with the wages to be paid to each set opposite their names. The master of the painters puts his signature to it, then it goes to the naval constructor and he puts his signature to it, and then the commandant of the yard puts his signature to it, for the clerk of the yard will not receive the men without the signature of the commandant.

Question. In discharging the men is the order for the discharge equally subject to the approval and signature of the naval constructor and commandant of the yard?

Answer. Yes, sir.

Question. How many were changed; that is, how many men were turned out and others appointed in their places while you were there?

Answer. It would be very hard for me to tell that, because these changes take place so often.

Question. Was there anything unusual in the fall of 1848 in the changing of men in the yard; in the turning out of some and putting others in their places?

Answer. I do not know how that was then, for the commodore was in the yard and the papers used to go directly to him. But while I was acting commandant I used to examine the lists, and I saw that many of the men who were dismissed at one time were not taken back again when more men were appointed. However, all this information can be obtained from the yard if the committee desire it.

Question. You stated yesterday that you were a democrat in politics; what political end could have been accomplished by detaching you from that yard at that time?

Answer. None that I know of. I have been a democrat all my life; but I never allowed my politics to interfere with my duty.

By Mr. Ritchie:

Question. Could not a political object have been accomplished in this way; by having you turned out, thus giving an opportunity for some 500 or 600 men to be appointed during your absence and before your successor arrived? This is supposing you were the commandant of the yard, trying to prevent the coming in of any unnecessary men?

Answer. Another officer taking my place might be of a different opinion from me in regard to that matter. But Commodore Kearney was still on duty, so I heard, until Commodore Breese relieved him, which, I think, was on the Monday before the New York State elections.

By Mr. Bocock:

Question. Was there any time shortly before the election when there was nobody in charge of the yard? That is, I would ask you if Commodore Kearney remained there until Commodore Breese relieved him?

Answer. Yes, sir, so I heard; I came on here to Washington the same day I was detached, to see the Secretary of the Navy. I returned to New York in about a week, I think. My impression is that when I got back Commodore Breese was in the yard. That, I think, was some where about the 5th or 6th of November.

Question. Did you have any opportunity on your return there of ascertaining the number of men in the yard, at that time?

Answer. No, sir; I did not make any inquiry about that matter. I was trying to make some arrangement for moving my family.

Question. Did you ascertain whether there had been any increase in the number of men in the yard from the time you were there just before the election?

Answer. I heard something of the kind in the yard, that there had been more men taken in; but I did not hear that from any of the officers of the yard. Commodore Kearney was left there to be relieved by his successor. I was not left there to be relieved. I was detached from the yard peremptorily, without waiting to be relieved.

By Mr. Ritchie:

Question. Is it customary to pursue that course with the officers of the navy?

Answer. My case was the first one of the kind I ever heard of, and the first time I ever knew of any such thing. I heard, some years ago, that Commander Saunders, of the Norfolk yard, was detached, but whether he was relieved or not I do not know. I understood that Commodore Kearney's orders were to the effect that upon being relieved he was detached, &c. My orders were, peremptorily detached.

FEBRUARY 5, 1859.

THOMAS R. ROOTES recalled.

By the Chairman:

Question. State any circumstances brought to your knowledge in which the property of the government was taken for other uses than that of the public service.

Answer. A short time after I joined the New York yard I received an anonymous letter—on one Sunday night, I think, probably between the hours of 10 and 12 o'clock. In that anonymous letter the writer went on to say that he could not look on and see the government defrauded without making it known, (as well as I can repeat the language of the letter,) and the letter gave me the numbers given by the timber inspector, stating that this timber was then overboard, and ready to be taken away from the yard. I went down to the dock early on Monday morning and saw the timber overboard, and I gave the watchman strict orders not to allow it to leave the yard until further orders. I went then to the commandant's office, and gave orders, in case the bills had been made out, to stop them. As soon as I saw Mr. Delano, the naval constructor, I showed him this letter, and remarked to him that we must find out about this matter. He went down and examined into the affair, and came back and told me that he had seen all these pieces of timber, with the marks that were on them, (with the exception, I think, of one,) on the inspector's books, and that opposite to each of those numbers was a cross mark made, stating, I think, as well as I recollect, that it was the intention of Mr. Orr, the timber inspector, to report. Mr. Delano told me that Mr. Orr said that, after he had inspected the timber and passed it, and had marked it, Mr. Delano, the naval constructor, went over the same timber with him and rejected a portion of it. This timber had been marked, but the marks had been afterwards chopped out with an adze. As well as my recollection serves me, the bills had been made out for the whole amount of timber that had been passed by the inspector, in the first instance, and required in that case nothing more than the commandant's signature to pass them through the navy agent's office for payment. That is my impression. I intended to have reported the affair, but Mr. Delano convinced me from his conversation that there was no intention of any injustice. I enter fully into the particulars of this case, because some other evidence may come in here which may put a different light upon this transaction.

Question. Do you know of any other case?

Answer. No, sir, I do not.

Question. I will ask you if Mr. Turner, the master painter, ever refused to obey your orders in any particulars; and, if so, in what respect?

Answer. Yes, sir, he did. On the same day in which the difficulty took place with Colonel Harris, I was coming up the yard and passing near the marine barracks, or at least the house the marines occupy, at the time they were painting it, I saw that there were some two or

three painters there standing idle—doing nothing at all. I walked up to them and took charge of them myself, and sent one of the marines for the master painter, or if he was not present, for the foreman of the painting gang. Mr. Turner came, and I ordered him to discharge these two or three men instantly.

Question. What was his reply?

Answer. My impression is that he said he would see Mr. Delano. I then repeated the order to him to discharge those men. He walked down with me towards the commandant's office. I ordered him again to discharge those men, when he said that he did not know their names. I told him that that was just what I wanted him to find out; I did not know them. He continued towards the office with me. I called some gentlemen up, (I do not now recollect who,) and I gave the order to him again to go and obey my orders, in the presence of those gentlemen. And, as he did not go, I then told him to go into the commandant's office and remain there until I could report the affair to the commandant.

Question. What did he say when you told him to discharge these men?

Answer. He was all the time saying that he wanted to see Mr. Delano, or something of that sort. I sent for the commodore up to his house and reported the affair to him. Mr. Turner apologized, and said he did not intend anything wrong. I then said to the commodore, who was the commanding officer of the station, that if he thought, in respect to the discipline of the yard, that the thing could be overlooked, I would leave it in his hands, and had nothing more to say. The commodore took his apology, and let him off.

Question. Were those men discharged?

Answer. I cannot tell; the books will state.

Question. So far as you know, were they?

Answer. I think they were, but I am not positive on that point.

Question. What was the general conduct of the men during your command in the yard?

Answer. The government had some fine mechanics there, who worked well for its interest.

Question. Generally, how was it?

Answer. There were a large number of them who were very insubordinate.

Question. I will ask you if theft was common in the yard?

Answer. In my opinion it was; I discharged numbers on account of it. If you wish instances I can give you a plenty of them.

Question. No matter about instances. I would like to have you explain another matter about which you have testified. How could a man be absent for eight or ten days when you say that an absence for three days would work his discharge?

Answer. That, I think, will be shown to the committee from the correspondence which has been called for; but I will state it briefly now if the committee desire it.

Question. I should like to have it stated.

Answer. In carrying out the orders of the Bureau of Yards and

Docks, I discovered a large number of men (probably there may have been from fifty to one hundred and fifty) who were excused from roll-call. These men never went to the office at all. After that the order was given that every man should answer at muster, except those who were excused by the commandant of the yard.

Question. By whom was that order given?

Answer. It was given by me, sir.

Question. After that order was given they could not be absent for eight or ten days then as they had been before?

Answer. No, sir; every man had to answer to his name.

Question. By whom were they excused previous to your issuing this order?

Answer. By the different officers who had been in command of the yard; a gentleman in one of the departments would make out a requisition to have a man excused, it was thought to be for some good purpose, and was generally granted.

Question. I will ask you if you examined into the paint contract; and if so, what abuses existed in that contract?

Answer. A short time before I left the New York yard I think the contractor, Wendell, or Wendell & Co., delivered dry white lead in the yard; I should say from five to fifteen thousand pounds, more or less; I took out samples of it for a number of casks and sent it to Doctor Bache, who has charge of the laboratory; he analyzed it, and I think the adulteration on that occasion was from twenty-two to thirty-five per cent., or somewhere about that.

Question. What were the foreign mixtures?

Answer. I do not recollect; the department has the whole thing before them in the Bureau of Construction; this lead was rejected; and a few days afterwards one or more gentlemen came into the yard, who manufacture paint in Brooklyn, and asked permission of me to see the lead which had been delivered by Wendell & Co.; I took them down to the store, and they took samples of the lead from the head and centre of a cask, and brought the two samples to me on a piece of glass; I discovered myself a great difference in them; I then had lead taken from both heads and the centres of a number of the casks and got Doctor Bache to analyze it again; I found that the adulteration then was in some places about forty-seven per cent., I think, and the average adulteration was about thirty-five per cent.; all the evidence on that subject is in the Bureaus of Yards and Docks or Construction; I wrote to the bureau on the subject, and my impression is that an account of this fraud or adulteration was sent to the different navy yards to look out in case of articles being delivered there; I think this lead was all rejected; I left it in the yard.

Question. In speaking of members of Congress applying to you to put men in the yard, you mentioned the names of some, I will ask you whether you omitted the names of any gentlemen who made such application?

Answer. Mr. Searing applied to me in the New York yard a short time before the election in New York, to put some two or three men on duty and employ them. I told him I could not do it; the orders

were against it; the masters had the privilege. He appeared to be very anxious that I should do it; I told him I could not without having employment for the men, in other words, it would not be for the interest of the government. I may have said that as soon as there was employment it would be given to them, or something like that. I know that one of the masters who was in company with me, and I think Mr. Turner, said that it was all important to have these men in the yard; that they could carry a great number of votes and had a good deal of influence, and it was necessary for the nomination of Mr. Searing. I said I could not help that. There was some other conversation, but I do not now recollect exactly what it was. I think that is about the substance of it. Whether these men were employed on that day or any other, I cannot say. I know that if I employed them I did so because I thought it would be for the benefit of the government?

Question. In your examination you stated that you were peremptorily detached from the New York navy yard. What do you mean by that?

Answer. I mean that as soon as I received my orders, my detachment forwarded by Commodore Kearney, I was detached from all the duty I had been attending to in the New York yard.

Question. Was that the usual mode of detaching?

Answer. Yes, sir; I presume so.

Question. Is it usual to detach an officer from duty before his successor arrives?

Answer. I never was; I never heard of its being done.

Question. You stated that you knew no cause for your removal; I will ask you what has been the treatment of the Secretary to you since?

Answer. When I came on here I called upon the Secretary several times. In all my intercourse with the honorable Secretary he has been kind and very friendly.

Question. What means did you take to ascertain the cause of your removal?

Answer. I do not recollect whether I asked the Secretary or not? I did not like to do that.

Question. You never heard anything?

Answer. I have heard a great many things whispered about.

Question. You did not know from him?

Answer. No, sir; I think not. Perhaps I may have, as my conversation with the Secretary was general, but he was always kind and very gentlemanly. I think he did not give the reasons.

Question. How were things passed out of the navy yard gate. What precautions were taken?

Answer. When a thing goes into the navy yard, whether brought in by contract or open purchase, if bought upon open purchase and rejected, it cannot be taken out without a pass signed by one of the commissioned officers of the yard; and anything that goes out of the yard requires a pass.

By Mr. Groesbeck:

Question. State whether you have watchmen at the yard?

Answer. Yes, sir; we have watchmen at the south gate and sentry at the north gate towards the marine barracks, who examine everything and examine the passes as they go out. Every precaution is taken to save the government property from going out of the yard that we can.

Question. How many men are employed in the naval storekeeper's department, and is the number, in your opinion, at any time too large?

Answer. I cannot give the exact number that was in the naval storekeeper's department, but that can be obtained from the yard. I will say that in my opinion the number was too large. There was a communication received from the Bureau of Yards and Docks, which has been alluded to several times, about the employés in the yard. When that communication was answered, after the case had been investigated, the bureau then wrote another letter that certain parties must be discharged from the different departments, as well as I recollect. I gave Mr. Herrick an order which stands on the books of the office, to discharge so many from his department. He complained and said that he had not more than enough force, and asked me to suspend the order and let it stand until he could communicate either with the Bureau of Yards and Docks or with the Secretary of the Navy, I forget which. There was another communication received from the Bureau of Yards and Docks, making some other inquiries, and saying that we should see the storekeeper on the subject. I did so, and he still said that he had not more than the number required. In my answer to that letter, dated on or about the 12th of March, 1858, I stated to the Bureau of Yards and Docks that I saw no reason to change the views which I had upon the subject, and thought the reduction could be made. In this letter to the bureau, I cannot quote the exact language, but I stated in substance that if the store-keeper gave more of his personal attention to the duties of his office, the number that I had stated would be sufficient to carry on those duties. It may be as well for me to state here, that I think I speak within bounds when I say that I never saw the store-keeper more than twenty-five times in the yard or in his office, during the time I was attached to the yard.

Question. Who is he?

Answer. Mr. Herrick. I was given to understand, when I mentioned about his being absent, that the former store-keeper had not been there much, and it was not a general thing and was so understood, as will be seen from my letter to the Bureau of Yards and Docks and to the Bureau of Construction, and I do not know but to the Secretary himself. I am not positive on this point. I think in a letter dated on or about the 9th of December, 1857, to the Bureau of Construction, I said that the store-keeper is seldom in his office and his clerks are inexperienced and I did not know when a change was to take place, alluding to errors in the accounts, as the committee will see from the correspondence. I would like to state that I think I

was a better judge about the force in his department being too great, as I was always in the yard.

Question. A better judge than he was?

Answer. Yes, sir; I should think I was. In my opinion, the force in the store-keeper's department was too large the whole time I was there; but I did not discover it until about the 8th of April, when I made this investigation. The whole correspondence is shown upon the records of the Bureau of Yards and Docks and the Secretary of the Navy, and the different orders given in the yard.

By the Chairman:

Question. You say you had four days given to you to fit out the Niagara; what do you mean by that?

Answer. I mean that we had about four days to do it in, allowed by the telegraphic despatch, and that the laborers whom I took on the occasion, I considered absolutely necessary, in order to do the work.

Question. Were they necessary after the work was done?

Answer, I think there were times when they could have been discharged. I have stated that before.

Question. Is there any explanation of any part of your testimony that you desire to make, before it is closed?

Answer. I wish to state that I came here in obedience to summons, without having any papers or correspondence with me, and nearly the whole of my evidence is from memory, but I have endeavored to give it as correctly as possible. There is another thing which I would mention. I have used the term "open contract" in some portion of my testimony. It should be, in all cases, open purchase under open bids. There is no such thing as open contract.

By Mr. Ready:

Question. To what is the insubordination, to which you referred a while ago, in the yard to be ascribed? What is the cause of it?

Answer. I will give a number of instances where men were very insubordinate.

Question. I want to know the cause only; I do not care about the instances?

Answer. I don't know as I could answer that without giving some cases.

Question. Well, mention a case then?

Answer. A short time before I left the yard the men got to knocking off work twenty to thirty minutes before bell ring in the evening, and would collect some short distance from the gate, ready to go out. I determined to stop it if possible, and I went down about the time at which they had knocked off the evening previous, and as soon as I got near them, between the ship houses, some of them in large gangs sung out my name and hooted and hissed me. I can give more besides this, if it is desired.

Question. I was aiming to get at what produced this state of insubordination—what was the cause of it? I want to get at the root of the evil, whether it is to be referred to the inefficiency of the officers there, or to the system of discipline which prevails in the yard?

Answer. I think it is the system, from the fact that they think members of Congress put them there, and they can keep them there, in defiance of the officers of the yard. That is the only reason I can think of.

Question. You spoke of thefts being very common in the yard?

Answer. Yes, sir.

Question. I should like to know among what class of persons in the yard thefts were common?

Answer. Well, sir, it has been detected among the laboring men; some one or two in the plumber's department, and some one or two in the engineer's department.

Question. I will ask you whether these laborers and persons among whom the practice of theft were so common were foreign born or native born citizens of the United States?

Answer. From the best of my recollection, I should think it was among the foreign born—Irish principally. I cannot speak positively, but I should judge so from their faces. The books of the yard will show that from the different discharges, where they have been discharged for theft, although I do not know as in all cases it would be stated.

Question. Have you any opinion as to the proportion of foreign or native born who were detected in these things?

Answer. I could not say; I think a great portion were foreign.

Question. Will you state what proportion of native and what of foreign born persons were employed in the yard?

Answer. That would be very hard for me to state. It would be nothing more than guess work; but I should think in some of the departments that probably eight-tenths of them were foreigners.

By Mr. Bocock:

Question. Was it your duty, as executive officer of the yard, to exercise a general superintendence over all the departments of the work?

Answer. I considered it so, and did it to the utmost of my ability.

Question. Were you there every day in the yard?

Answer. I tried to make it my rule to go around the yard twice every day when not absent on duty, but when I had the whole of the duties upon my shoulders, some days I failed.

Question. I feel it to be my duty to ask what perhaps you will feel some delicacy about answering—what was the condition of Commodore Kearney when you were there with regard to health and efficiency?

Answer. The commodore at times was complaining; he attended to the duties of his office generally when he was there.

Question. How often was he complaining?

Answer. I do not know, sir; he was quite sick there at one time. I don't know as I could say how often.

Question. In regard to his health and general condition, are you prepared to say that he was an efficient officer or otherwise?

Answer. He attended to his duties as commandant of the yard. He attended to all the correspondence. I transferred it all over to him as soon as he came; I told him what I had been doing.

Question. Did you often have to discharge his duties as commandant of the yard?

Answer. Pretty much all the time he was absent on duty; the books of the office will show the correspondence while he was there.

Question. Where did he live?

Answer. For the last short time before we left, he had moved up and was living in his house at the navy yard. Previous to that he lived at Amboy, and used to come up.

Question. A good part of the time, when commandant of the yard, he lived at Amboy?

Answer. When he was not on duty in Washington.

Question. While he was acting as commandant of the yard you say he used to live at Amboy?

Answer. Yes, sir.

Question. How far is that?

Answer. I do not know the distance. He moved into the yard to stay and commenced housekeeping there; I do not recollect the time. I looked upon him as the housekeeper.

Question. When the commandant of a yard is detached, what is the custom about the commander? Does he go with him, and do they bring in a new commander?

Answer. I never heard of such a thing.

Question. Do they let the old commander remain?

Answer. If his time is not out. If they have both been in the yard the term of service, three years, I suppose they would be detached both together. I never heard of the commander being taken away when his time was not out.

Question. When a new commandant is appointed, a new commander is appointed; when one is taken away, the other is generally taken away with him; is that the rule or not?

Answer. No, sir, I think not.

Question. Have you ever known a case of a new commandant coming into a navy yard and the old commander being retained?

Answer. Not to my knowledge; I have no recollection of it. Commodore Kearney and myself were ordered into the yard about the same time.

Question. What did you say about his being very often absent from the yard?

Answer. He was often absent from the yard; I cannot say whether on duty or otherwise.

Question. You do not know about that?

Answer. He was often absent; the whole files of the office will show that.

Question. To what place were you sent when you were detached?

Answer. I was ordered to report for ordnance duty in the New York yard; to report to the chief of the Bureau of Ordnance, which I did, and he ordered me, as well as I can recollect, to the foundry opposite West Point.

Question. Is that an important and responsible position?

Answer. I believe it is considered so.

Question. When you received this letter of which you spoke, about the timber, you made an investigation, and came to the conclusion that there was nothing wrong about it?

Answer. I was convinced on that point by Mr. Delano that there was nothing wrong.

Question. In regard to the lead that was found to be adulterated, was it used by the government, or was it rejected?

Answer. It was rejected, I think; it was in the yard when I left there.

Question. If the inspector is competent and efficient, can any fraud be practiced upon the government in that respect?

Answer. I believe the lead has to be analyzed in all cases.

Question. Do you consider it the duty of the inspector to have it analyzed?

Answer. Yes, sir; and he also has to refer to the commandant of the yard; I think that is the general form.

Question. I did not understand you exactly about those 150 men that you say were excused from roll-call. By whose leave was that excuse granted?

Answer. By the different commanders of the yard.

Question. In what way?

Answer. When the head of a department wanted a man excused he would give the reasons; and if the commandant thought it was necessary, he would do it.

Question. They were all excused by the commanders of the yard?

Answer. I think they were.

Question. Who do you mean by the head of a department—you do not mean at Washington?

Answer. No, sir; Mr. Graham, for instance, in his department, and the others.

Question. Either the constructing engineer or the naval constructor?

Answer. Yes, sir.

Question. Had the department at Washington anything to do with excusing these men from roll-call?

Answer. Not that I know of. The department, at least the Bureau of Yards and Docks, knew when I left there what men were excused from the yard. That is my impression.

Question. I want to know whether, so far as came within your knowledge, when complaints were made to the department at Washington about misconduct in the yard, was there any remissness in the department in having these things investigated into—these complaints alleged against men or practices in the yard?

Answer. They seemed to be very anxious to have investigations made.

Question. When you complained to Commodore Smith of the naval storekeeper's having too many men, what was done then?

Answer. When I left the yard the matter was still pending.

Question. Was that complaint made a short time before you left the yard, or how long before?

Answer. I cannot tell; that can be got from the bureau.

Question. I wanted to find out whether the department here was remiss.

Answer. That can all be found out by the letter of the Bureau of Yards and Docks. That was all brought out by an order which I got from the bureau to make an investigation; for they wanted to know why so many men were excused, and how many men we had in one department, and how many in another, and so on. It was a very general investigation, and it took me three or four, or perhaps five weeks.

Question. What is your opinion upon the best mode, if any, of preventing this theft and insubordination in a yard? Could any regulation be adopted which would tend to prevent that theft; or is it necessarily incident, in your judgment, to having so many men together?

Answer. It might be prevented if power was granted to search the men. The only way in which I think it could be prevented is to give authority to have every man searched as he goes out the gate.

Question. You were giving us a very interesting account of the duties of the different officers of the yard, in your original testimony here—the respective duties of the navy agent and the commandant of the yard about making purchases; did you, when acting as commandant of the yard, or executive officer, feel yourself responsible for having the articles in the yard purchased at a fair price?

Answer. I did, sir; that is, I felt that it was my bounden duty to know, before my name was put to a requisition or bill, that it was a fair market price. The officer had to sign, before I put my name to it, that it was a fair market price. There was a lieutenant's name signed to it to that effect.

Question. What pains did you take, in the discharge of this duty, to see that the articles furnished by the navy agent were at fair market prices?

Answer. When I had to do that duty I would send a man to New York to inquire the prices of articles; and when others were commandants of the yard they did the same thing. The inspecting officer attended to this also.

Question. That was the duty of the man acting as inspector?

Answer. I contend that it was his duty, and was my duty.

Question. And that duty you performed?

Answer. We always sent a man over to New York to ascertain the market prices, as a general thing, if it was supposed they were above market prices.

Question. Who were the successors of Commodore Kearney and yourself at the navy yard?

Answer. Commodore Breese relieved Commodore Kearney, and Commander Foot is my successor.

Question. What is your opinion of those two gentlemen as efficient and faithful officers?

Answer. I have always heard that Commodore Breese was a fine officer; Commander Foot stands high as an officer in the service.

Question. Do you consider them men of integrity as well as efficient officers?

Answer. I do, sir.

Question. Would they be likely to permit themselves to be practiced upon by designing men for party purposes?

Answer. Not to my belief, sir.

Question. What is the practice of the government when a contract is made, and the contractors fail to execute it; what then does the government do usually?

Answer. So far as I know, the article is advertised for so many days in the public papers in New York or anywhere else; it is then purchased on the best terms, and the contractor is made to pay the difference; that is what we call an open purchase under open bids.

Question. Do you know anything about some timber that Mr. Swift deposited in the New York navy yard last summer?

Answer. There was a gentleman by the name of Swift, I think, deposited a large quantity of live-oak timber in the yard; it was brought into the yard and was allowed to remain; I think I spoke to Mr. Swift several times about it, as it was in my way very much.

Question. How did it happen that it was permitted to remain?

Answer. I do not know, sir. Contractors would bring in timber, and we would pick out what we wanted. I recollect that this timber was very much in my way, and I spoke to Mr. Swift about it.

Question. What afterwards became of that timber?

Answer. I think the government took some portion of it; that can be found out by reference to Mr. Delano.

Question. Was it used before you left the yard?

Answer. Some portion of it may have been.

Question. Is your recollection distinct about it in any way?

Answer. No, sir; I know that we wanted some of it at one time; at least Mr. Delano told me so.

Question. Do you know anything about the timber contracts of last fall?

Answer. No, sir; I do not know anything about them.

By Mr. Groesbeck:

Question. What was the salary of the storekeeper?

Answer. I think I have heard that it was \$1,700; I am not positive about it.

Question. You have spoken of the proportion of foreign born and natives in the yard; in what departments of the yard are the foreign born especially?

Answer. The most of them, I think, are in the master laborer's department—Mr. McLaughlin's.

Question. Did you say that in the mechanical departments there was a majority of foreign born?

Answer. No, sir; I do not wish to be so understood, because I cannot tell. There is a large number of foreigners; and there is a large number in Mr. McLaughlin's department and in the dry dock department.

Question. Do you know what the proportion is in any of the mechanical departments?

Answer. That could be got from the yard.

Question. You made some reference to painters being idle; I will ask you whether that will not necessarily happen under the very best management; that there is not always full employment for men, and yet it would be a mistake to discharge them because there was not full employment at any particular time?

Answer. These men that I have alluded to had plenty of work to do. There may be times when in all the departments the work may be slack; but it was a general thing in the painters' department for the men to be idle. I very often had to speak to Mr. Turner about it.

THOS. R. ROOTES,

Commander United States Navy.

No. 4.—TESTIMONY OF WILLIAM N. BRADY, BROOKLYN NAVY YARD.

JANUARY 27, 1859.

WILLIAM N. BRADY called and examined.

By the Chairman:

Question. What is your employment?

Answer. I am sailing-master in the New York navy yard at present.

Question. When were you employed in that yard?

Answer. I was last ordered to the yard November 6, 1858.

Question. Did you come in at the time the new officers, Commodore Breese and the others, did?

Answer. Yes, sir; about that time.

Question. How many men were there in the yard when you went there?

Answer. As near as I can recollect, there were about 2,300 men on the yard rolls.

Question. Were there too many or too few in the yard for the work that was then going on?

Answer. I thought at the time that there was an extra large number for the work going on; more in proportion than I had been in the habit of seeing for the same amount and kind of work in years past, when I was formerly attached to the yard.

Question. When were you employed in the yard before the present time?

Answer. I have been employed there at different periods since the year 1829, both as boatswain of the yard and as master.

Question. Have the number of men been reduced since you have been there; and if so, what is the present number employed there?

Answer. As near as I can recollect, we have now about 1,300 men.

Question. How does the amount of work going on now compare with the amount that was being done in November last?

Answer. I think we are doing a similar amount of work at the present time, only we are not quite so hurried as we were then. At that time we were hurrying off this Paraguay expedition. As soon

as we could possibly dispense with the services of such a large number of laborers without inconvenience to the public service, they were discharged.

Question. When was the first dismissal of the men made?

Answer. I cannot say exactly. I think it was made sometime after I got there; I think about the first of the ensuing month, the first of December, and more dismissed on the 15th of December.

Question. How many were discharged on the first of December?

Answer. I cannot say. There was a gradual diminution of the numbers in the different departments, by order of the executive officers of the yard.

Question. Do you remember of there being at any time a large number of men discharged from the laborers' department?

Answer. I think it was about the first of December that some 150 or more in the laborers' department were discharged by orders of Commodore Breese.

Question. How long was it before your last orders that you had been attached to the navy yard in Brooklyn?

Answer. I was promoted in 1843, and until I was retired by the board of fifteen, I think from July, 1843, until the 14th of December, 1855, I was in the Brooklyn yard, as master of the yard. I was taken from the grade of boatswain and specially assigned to the particular duty of equipping and fitting out the ships as I was a practical seaman, and understood that business.

Question. From December, 1855, until last November, were you attached to the yard at all?

Answer. No, sir.

Question. Where did you reside in the meantime?

Answer. In Connecticut.

Question. How far from the navy yard?

Answer. About 43 miles.

Question. What was your acquaintance with the yard during that time in which you were not stationed there?

Answer. Very slight. I merely called there once a month to receive my leave of absence pay from the purser of the yard.

Question. How were these men in the yard appointed?

Answer. When it became necessary to increase the number of men in any of the departments, the naval constructor gave orders to the heads of those departments to take on such a number of men. For instance the master blacksmith would be directed to increase his force by fifty men, or the master cooper would be directed to increase his force by fifteen or twenty men, just according to the orders from the department.

Question. Who would name the men to be appointed?

Answer. The head of the department would make out a requisition for the employment of so many men, and a list of names is sent in. For instance the head of the smith's department; or the head of the cooper's department would send in a list, say of fifteen men. The naval constructor would examine the list, and if he approved the names there, considered them the names of proper men to work in

the yard, he put his signature to it and would send it to the commandant of the yard for his signature. After it had received that it would go up to the clerk of the yard, and these men would then be mustered in and their names put down on the rolls of the yard for pay.

Question. Is there any actual supervision over the master workmen?

Answer. It is presumed that a master workman has particular jurisdiction over his department, under the supervision of the naval constructor and of the commandant and officers of the yard.

Question. Is there any practical interference with appointments by those master workmen?

Answer. Sometimes there is among the officers of the yard. I cannot say what the naval constructor does. His principal duty is to examine and see that every man employed is a thorough workman and worthy of being employed.

Question. When the order is given to decrease the number of men, who makes the reduction of those to be discharged?

Answer. The master workman. He recommends a discharge at any time. If he observes any inattention, or neglect, or misconduct, breaking the rules and regulations of the yard, which are printed, it is his duty to dismiss them.

Question. When the commandant or the naval constructor decides that a certain number of men shall be discharged from the smiths' department, for instance, who selects the men to be discharged?

Answer. The master smith does that; and so it is throughout all the departments in the same way. Yet if there is the name of an extra good man or workman on the list when it comes before the naval constructor, it is his prerogative to check off that name and send back to the master of that department and ask why it is put down there.

Question. Is that pretty generally done?

Answer. I think it is rather doubtful about its being often done. There may be some cases of the kind.

Question. Do you know when this large number of men whom you considered useless were employed?

Answer. I do not. They were employed before I was re-ordered to the yard.

Question. Did you understand, from any persons in the yard, when they were employed?

Answer. I did not. I made no inquiry. I observed that there was a very large force in the laborers' department. I thought it very large in proportion to what I had seen it in former years.

Question. Who is the master of the laborers?

Answer. Mr. McLaughlin.

Question. How many men had he in his department?

Answer. I could not say; he had a very large number.

Question. Were there 50 or 500?

Answer. I suppose there might have been from 400 to 500 laborers in the yard in all, in his department; I should think so.

Question. What work were they engaged upon?

Answer. At different work: generally among the shipping. The way I came to take notice of the matter was, that it was my duty to detail gangs to attend to the storage and fitting of ships, &c. I thought there was a large number of men who were very awkward in their movements.

Question. Were they of any benefit to the service?

Answer. They no doubt were of some service, for they did work. But I do not think they worked with that advantage that men might have done who were properly selected.

Question. Who fixes the wages of the men?

Answer. The chief of the bureau of the docks and yards. Every three months it is customary to go to New York and find the assimilated wages in the various similar departments there and in the vicinity of New York. We are governed by that, and generally give similar wages. If the rate of wages is reduced outside, we reduce it in the yard; if it is increased, we increase it also—that is, with the sanction of the bureau.

Question. Were there any complaints made to you, or to the officers of the yard, that these master workmen exacted pay or any pecuniary consideration or favor, for employing men?

Answer. I never heard of it. It would hardly be known to the officers of the yard if it had been so, for they would try to shield it from us if they could.

Question. Have the officers anything to do with them?

Answer. Only the appointment and direction of the work. We had a general supervision on behalf of the government, or we should have. Whatever work is to be done in any of the mechanical departments we generally tell the naval constructor about it, and he gives the direction to the head of the department, the master spar maker, block maker, blacksmith, carpenter, or cooper, for instance. We have some departments that come more particularly under our own supervision—that is, of gentlemen attached to the navy proper—that is, the boatswain, sail maker, carpenter, and other warrant officers of the navy.

Question. Were there any complaints made at the time you went into the yard that these men, under McLaughlin and other master workmen, had been employed there, or used there, for party or political purposes?

Answer. None were made to me that I know of. I have been there such a short time that I have had no opportunity of hearing any complaints of the kind since I have been re-ordered back to the yard.

Question. When you first went into the navy yard who appointed the master workmen?

Answer. I think it was the commandant of the yard; for at that time we had no bureaus.

Question. Who now appoints the master workmen of the yard?

Answer. They are appointed by the Navy Department; I presume, by the chief of the Bureau of Yards and Docks, by the direction of the Secretary.

Question. Is it not commonly understood there in the navy yard

that master workmen are divided up among the representatives in Congress from that region of the country, ratably, and are to some extent the representatives of those members of Congress?

Answer. I have heard such rumors; but I never heard anything official about it until, perhaps three or four weeks since, I was directed by Captain Foote to send in a list, from the different departments coming under my supervision, of the number of men and the different congressional districts they were from; that is the only official intimation I have ever had of such a thing.

Question. Is it not a habit of common conversation and common talk that particular master workmen represent particular members of Congress?

Answer. I have heard such rumors; I have heard it frequently spoken of in general conversation.

Question. Are they spoken of as Mr. Sickles' men, Mr. Taylor's men, Mr. Kelly's men, &c.?

Answer. That is what I have heard circulated about among the men.

Question. Do you know whether particular master workmen select their men from particular congressional districts?

Answer. I cannot state that. The great number of men there are strangers to me, from what was formerly the case when I was before attached to the yard. Of some of the old faces I see but very few.

By Mr. Bocock:

Question. You are a master in the navy, on the list of old masters, not in the line of promotion, are you?

Answer. Yes, sir; I have been on the retired list.

Question. Were you recalled to the New York navy yard last fall prior or subsequently to the congressional elections there?

Answer. I was ordered there a few days after Commodore Breese joined the yard. I do not know upon whose application.

Question. Was it after the election?

Answer. It must have been after the election sometime. I reported myself for duty on the 10th of November.

Question. Did you vote at that election in New York?

Answer. I never have voted there; my family reside in Connecticut. When I was attached to the New York yard, I was never allowed to vote. Living, as I did, within the yard, I was outside of any ward, and as the law required a residence for a certain time in a ward, I was not entitled to a vote—at least so I was told.

Question. When you went to the yard you say they were engaged in fitting out the Paraguay expedition?

Answer. Yes, sir.

Question. At what time did the vessels of that expedition leave there?

Answer. I cannot say positively, from recollection; I think the last of them got away sometime about the middle of December. We had four or five of them under way when I joined the yard.

Question. Did you fit them out and finish them off one at a time until you got them all off?

Answer. Yes, sir; we had them all under way at one time; but we got through with some of them before we did with others, because the equipping and fitting out of some would be greater than that of others.

Question. Was the diminution in the number of men that you have referred to caused by the getting away the vessels of this Paraguay expedition?

Answer. Yes, sir; after we got a ship off there would be no necessity for so many men, and consequently we would diminish the force, unless we had other work for them to be doing.

Question. When the number of men in the yard is too great, and some of them are to be discharged, does the master workman of each department make out a list of those he thinks can best be dispensed with?

Answer. Yes, sir.

Question. Is that list final, or does it go to the naval constructor?

Answer. The list of the laborers does not go to the naval constructor, only the list from the mechanical departments. There are a large number of workmen employed under Mr. Graham, which come under the Bureau of Yards and Docks. But the master laborer, Mr. McLaughlin, has nothing to do with the Bureau of Docks and Yards.

Question. To whom does he submit his list? To the commandant of the yard?

Answer. He submits it to the commander of the yard, not the the commandant.

Question. Is the mode of appointment and dismissal the same?

Answer. Yes, sir. We always direct the master of the department to make out a list of those to be dismissed, because it is supposed that he knows which of his men are the least use, and can be the most readily spared. There used to be a general order to retain the most effective men, and discharge those not so well able to carry on the public work.

Question. How do the men work in the yard?

Answer. Rather dilatorily, I think.

Question. Do you know anything about men appointed in the yard being absent for days and getting pay during that time?

Answer. I do not. I know that I have the superintendence of the mustering of the men, and was directed by the executive officer to see that none of them went out of the yard after being mustered. There was a rumor that the men would go forward and answer to their names and then go out of the yard. There was one whom I understood had been in the habit of doing that. I watched him to see if he did go, but I never saw him do it. I never knew any of the men to leave the yard in that way.

Question. Who calls the roll?

Answer. Mr. Lee calls the roll, and I witness it.

Question. If any are absent, does the clerk cross them?

Answer. He makes a mark against their names. If a man is late in

getting over in the ferry boat, if he appears before the reading of the list is closed, we take the check off from against his name.

Question. If he does not come by the time the reading of the list is closed, who has the authority to take the check off his name?

Answer. The executive of the yard will do it, if the master of the workmen sets him to work when he does come in, and certifies that he is entitled to pay for one-half or three-fourths of a day's work, as the case may be. But the clerk of the yard has no right to take off the check in that case.

Question. Has the clerk exercised the authority to take off this check?

Answer. Only upon orders from the proper authority. He is a very conscientious man, and would not do that he was not authorized to do.

W. N. BRADY,
Master, United States Navy.

No. 5.—TESTIMONY OF JACOB R. WORTENDYKE, M. C.

JANUARY 27, 1859.

JACOB R. WORTENDYKE called and examined.

By the Chairman:

Question. Are you a member of the present House of Representatives?

Answer. Yes, sir.

Question. From what State and district?

Answer. From the fifth district of the State of New Jersey.

Question. Did you file in the Navy Department, or send to the Secretary of the Navy, certain papers, of which these are true copies?—(See appendix to this deposition, papers marked A, B, C, D.)

Answer. I filed with the department some days ago some affidavits, the jurat of which corresponded in data with the jurat of these copies; and the affidavits purported to be the affidavits of the persons whose names are upon these papers.

Question. Do you believe these to be true copies of those papers?

Answer. I took no copies of the originals; but the general tenor of these appear to be the same, so far as I can recollect. I would also say that one of the papers which I forwarded to the department was not sworn to, but a statement certified to in the presence of F. D. Mulford. So far as I can judge without actual comparison the paper here is of the same tenor.

Question. Did you ascertain from the Secretary of the Navy whether this man O'Connor, mentioned here in these papers, had been previously discharged by his predecessor?

Answer. No, sir; I did not. I received a letter in reply to the one I sent with these affidavits, stating that the transactions concerning which these complaints appear to be made were investigated during the term of his predecessor.

Question. Have you any objection to furnishing the committee with a copy of that letter?

Answer. None in the world. The letter was as follows:

“NAVY DEPARTMENT,
“January 24, 1859.

“SIR: I have the honor to acknowledge the receipt of your letter of the 17th instant, enclosing ‘affidavits and a statement against one Thomas O’Connor, one of the master sawyers in the Brooklyn navy yard,’ and to inform you that the allegations were preferred before I took charge of the department, and were investigated by order of my predecessor. The department is not aware of any charge made against Mr. O’Connor within the last few months, for an assault upon Michael Mooney.

“I am, respectfully, your obedient servant,

“ISAAC TOUCEY.

“Hon. J. R. WORTENDYKE,
“*House of Representatives.*”

Question. Were these papers which were forwarded by you accompanied with an application for the removal of O’Connor.

Answer. I stated, as near as I can recollect, that these complaints were being talked about in my district, and I advised the Secretary either to dismiss the man or to suspend him until he could ascertain the truth or falsity of these charges. These papers had been in my hands for some time; they had been sent to me to be sent to the department, and I sent them there.

J. R. WORTENDYKE.

A.

The undersigned charge Thomas O’Connor, foreman of sawyers in the navy yard, Brooklyn, with the following offences and misdemeanors:

First. That on or about the 2d day of June, 1854, the said Thomas O’Connor then being foreman of sawyers, as aforesaid, fraudulently contracted with Maurice Fitzgerald that he, the said foreman, Thomas O’Connor, should give employment in the navy yard aforesaid to one Edward Fitzgerald, brother of the said Maurice, if he, the said Edward, would give fifty cents a day to him, the said Thomas O’Connor, in consideration of such employment.

Second. That, in pursuance of such contract, the said Edward Fitzgerald was employed and went to work in the navy yard aforesaid, the standing wages of the government being two dollars a day; and that from the period between the 2d day of June, 1854, until the

22d day of December, 1854, the said Thomas O' Connor exacted, and took from the said Edward Fitzgerald, through the hands of the said Maurice, the sum of fifty cents per day for every day that Edward worked, although the said Edward was permitted, in order to cover the fraud, to draw the full amount, then refund, through his brother, the portion of his day's earnings.

Third. That when the said Edward, who was in necessitous circumstances at the time of the first agreement, began to object to the continued allowance and deduction from his earnings he perceived a great disfavor on the part of the said Thomas O' Connor; and at length, when the said Edward would no longer submit to the imposition and exaction aforesaid, he, the said O' Connor, discharged the said Edward from the employment of the government of the United States, without any other cause than that of refusing an allowance of fifty cents per day.

Fourth. That the said Thomas O' Connor, about three weeks afterwards, called upon Maurice Fitzgerald, while at work in the navy yard aforesaid, and then and there proposed to re-employ the said Edward if he, the said Edward, would give him, the said Thomas O' Connor, the sum of twenty-five cents per day for such employment; that he then and there employed him on those terms.

Fifth. That the said Thomas O' Connor was paid and received in all the sum of one hundred and twenty-five dollars and twenty-eight cents out of the earnings of the said Edward Fitzgerald.

Sixth. That the said Thomas O' Connor permitted and sanctioned the drawing of moneys from the department which were not justly due to the parties drawing.

Seventh. That the said Thomas O' Connor proposed to Maurice Fitzgerald to return him for full time, although the said Maurice was absent, on condition that he, the said Maurice, should pay to him one-half of the amount so received for lost time.

Eighth. That the said Thomas O' Connor actually was paid and did receive one-half of such lost time.

Wherefore, The undersigned pray that the said Thomas O' Connor may be examined and dealt with according to law and the rules and regulations of the navy of the United States.

Sworn to before me, this fourth day of January, eighteen hundred and fifty-nine, a commissioner of deeds of the city and county of New York.

MAURICE FITZGERALD,
JAMES SCARMELL.

Subscribed and sworn to before me, this 4th day of January, 1859.

E. S. McPHERSON,
Commissioner of Deeds.

B.

CITY OF NEW YORK, }
State of New York, } *to wit:*

Thomas Kerrigan, being duly sworn according to law, saith: That during the administration of President Pierce, Thomas O' Connor was

master sawyer of the Brooklyn navy yard, and that he did allow Rodger McCormick, who was then working as a sawyer in the said yard, to go out of said yard after answering to his name on the eighth, ninth, tenth, and one-half of the fourteenth days of May, 1856, on business other than that of the government; and that the said Rodger McCormick did receive full pay for the above mentioned time by and with the sanction of the said Thomas O' Connor.

Duly sworn this 4th day of January, eighteen hundred and fifty-nine, before me, a commissioner of deeds of the city and county of New York.

THOMAS KERRIGAN.

Subscribed and sworn to before me this 4th day of January, 1859.

E. S. McPHERSON,
Commissioner of Deeds.

C.

CITY OF NEW YORK, }
State of New York, } *to wit:*

Patrick Owens, being duly sworn according to law, saith: That he has worked in the Brooklyn navy yard for several years as a sawyer and was discharged; that during the building of the Niagara he did apply for work to the said Thomas O' Connor as sawyer in said yard, and that after he paid the said O' Connor the sum of twenty dollars, he, the said Owens, was again set to work.

PATRICK OWENS.

Duly sworn before me, this 4th day of January, 1859, a commissioner of deeds of the city and county of New York.

E. S. McPHERSON,
Commissioner of Deeds.

D.

CITY OF NEW YORK, *January 4, 1859.*

This is to certify that I, Michael Gillin, was employed as a laborer in the Brooklyn navy yard in or about the month of August, 1855, and continued on until about the month of June, 1856, when I was employed as a sawyer in said Brooklyn navy yard by Thomas O' Connor, then master sawyer, and that I had never worked a day before at sawing; and also that the said Thomas O' Connor did exact and receive the sum of fifty cents per day of my wages as a consideration for such employment; and further, that he returned me as an operator in said yard for time that I did not work, as I was out of the yard doing his, the said Thomas O' Connor's, business.

MICHAEL GILLIN.

In presence of—

F. D. MULFORD.

No. 7.—TESTIMONY OF BERNARD DONNELLY, NEW YORK.

JANUARY 27, 1859.

BERNARD DONNELLY called and examined.

By the Chairman:

Question. Where do you reside?

Answer. Richmond county, New York, or Staten Island.

Question. Do you know Mr. Turner, the master painter in the Brooklyn navy yard?

Answer. Yes, sir.

Question. How long have you known him?

Answer. I think I have known him for a little over two years.

Question. Do you know upon whose recommendation he was appointed master painter?

Answer. He told me that it was upon the recommendation of Hon. Mr. Searing.

Question. Did you apply to Mr. Turner for the appointment of any one?

Answer. Yes, sir.

Question. What did he say to you about it?

Answer. I applied to him to appoint a man who lived in the village where I lived, a man by the name of O'Brien, a painter by trade. He told me that he could not appoint him unless he was in favor of the re-election or the re-nomination of Mr. Searing; but he would appoint him upon the recommendation of Mr. Searing, but not otherwise.

Question. Was Mr. Searing applied to?

Answer. I did not apply to him.

Question. Did Mr. Turner live in the village where you did?

Answer. No, sir, he lives in Flushing, Queens county.

Question. What means did you then take to get O'Brien, or any one else, appointed?

Answer. I was then determined to get a man in the navy yard; I made up my mind to have one appointed. In looking around among my friends, I came across a Mr. Richard Teller, who was in the liquor department of the custom-house, New York, inspector of liquors, I think he was. I think I mentioned to him my desire to get a man appointed in the navy yard as painter. He told me that he thought that he could get one appointed; that he had received word from Mr. Turner, through a Mr. Edson, also in the custom-house, that he (Teller) could have the appointment of a man in the navy yard, provided he would send Turner some liquor, five gallons of liquor, I think.

[Further examination postponed until to-morrow morning.]

JANUARY 28, 1859.

Examination of BERNARD DONNELLY resumed.

By the Chairman:

Question. What did you say when Mr. Teller told you this?

Answer. Mr. Teller stated that he had no one picked out to put in the yard. I begged him to give me the privilege of selecting the man for him. He hesitated, and did not seem willing to do the thing in this way. I told him that if he would do it he would be helping a poor man, be helping his family, who were starving, and who really had nothing to eat without begging for it. Said I, "If you will do this you will be doing an act of charity." He said that in that case he would comply with my request. Said he, "I will get the liquor and send it over to him." I then brought a man forward by the name of James Fulton, and introduced him to Mr. Teller. He gave him a letter to Mr. Turner, and he went over to the yard and was put to work.

Question. Upon the recommendation of that letter?

Answer. Yes, sir. He remained there some five or six days. After that he came to me and said that he had been turned off, that he had nothing to do. In sending him to the navy yard for a place, I had told him he would have steady employment all the year round, and receive two dollars a day for his wages. Being turned out, he came to me to find out the reason. I told him I did not know why he had been turned out, but that I would tell Mr. Teller of it. I did so, and asked Mr. Teller if he had any idea of the reason. "Ah," said he, "I have neglected to send that liquor; I will attend to it right away." He did so; the liquor was sent. I told Fulton to go over there again; he did so, and was set to work, and remained there some time. I think that at the end of a week or ten days after he had been set to work again, he came to me again and said that he had been assessed a tax of three dollars to purchase a gold watch for Mr. Turner. He did not seem to like it, and wanted to know what he should do about it. I told him that I did not know; he might do as he liked about it; afterwards I advised him to pay it if the rest of the men did. Shortly after that a friend of mine, in the silk printing business, to whom I had applied for a place for this man Fulton, informed me that he could now let him have a place, and I then went and took Fulton out of the navy yard.

Question. He then went into the service of this private citizen, did he?

Answer. Yes, sir; I then brought forward this man O'Brien, the man I first mentioned to Mr. Turner, and I recommended him to Mr. Teller, and Mr. Teller gave him a letter to Mr. Turner; but Mr. Turner refused to appoint him, and said that he must get a letter from Mr. Searing. Mr. O'Brien then came home, but he could not see Mr. Searing because he was then in Washington.

Question. Did you make any further effort to get Mr. O'Brien appointed?

Answer. Nothing more that I know of. I dropped the matter then.

Question. Did you apply to Mr. Searing?

Answer. I did not.

By Mr. Ready:

Question. Do you know that Mr. Teller furnished this liquor to Mr. Turner?

Answer. Only from Teller's own say so.

By the Chairman:

Question. Did Mr. Teller write this letter for the man Fulton in your presence?

Answer. Yes, sir; I saw the letter and read it over.

Question. Did you deliver that letter to Mr. Fulton?

Answer. Yes, sir.

Question. And Mr. Fulton took it over to Mr. Turner and was employed?

Answer. Yes, sir.

Question. In whose congressional district do you reside?

Answer. In Mr. Searing's district. I will say here that I recommended this man Fulton, although he was not a painter by profession, and had been only about six months in this country; I recommended him with a view to test the sincerity of Mr. Turner's profession.

Question. You wanted to test his friendship for Mr. Searing?

Answer. Yes, sir; This man Fulton was not a voter nor a member of our party, and yet Turner appointed him.

Question. Have you any knowledge of Mr. Turner appearing at any of the primary elections or meetings in Mr. Searing's district?

Answer. No, sir; but I know of his appearing at the democratic congressional convention which re-nominated Mr. Searing.

Question. How far from the navy yard was this convention held?

Answer. It was held in the town of Jamaica, on Long Island. I do not exactly know the distance; I think it is some nine or ten miles from the navy yard.

Question. Did Mr. Turner attend that convention?

Answer. Yes, sir.

Question. Who were with him there?

Answer. He had with him several men employed in the navy yard as painters.

Question. What did they do there?

Answer. They acted in a noisy manner about the place; seemed to take a deep interest in having Mr. Searing re-nominated, and opposed all those who were inclined to go for some other candidate. They were rather abusive in their manner.

Question. When did Mr. Turner leave the convention?

Answer. I do not know; I left him there when I came away. It was in the evening when I came away. The convention was held in the afternoon, in the day time, and I came away as soon as I was satisfied that the business of the convention was all over.

Question. Was Mr. Searing re-nominated?

Answer. Yes, sir.

Question. When was Mr. Turner appointed to the place of master of the painters?

Answer. Some time last spring. I think it was during a visit he made to Washington that he secured the place—during the time he was on here as a witness in the Willet's Point investigation.

Question. Do you know whether any painters from the navy yard, either individually or in companies, attended the primary meetings in Mr. Searing's district which were held for the purpose of sending delegates to a nominating convention?

Answer. I know of an instance where some painters from the navy yard came into my district, into Richmond county, and went into a primary meeting there and did what they could to secure delegates to the county convention favorable to selecting delegates to the congressional district convention in favor of Mr. Searing's re-nomination.

Question. Do you know whether these men were paid for this time by the government?

Answer. I do not.

Question. Were they then in the employ of the government?

Answer. Yes, sir.

Question. Did this thing occur in any other county besides the one in which you live?

Answer. Not that I know of my own knowledge—only from hearsay.

Question. What part did these men take in those primary meetings?

Answer. They would behave very roughly and very violently; at least they did in our place. They seemed to be desirous of securing their object by any means, even by resorting to brute force, if necessary.

Question. How long have you known Mr. Turner?

Answer. I think it is about two years last October that I first became acquainted with him.

Question. Where does he reside?

Answer. His residence is in Flushing, Queens county, I think.

Question. How far is that from where you reside?

Answer. I think it is about fifteen miles.

By Mr. Groesbeck:

Question. How long was this man Fulton employed at the navy yard?

Answer. About three weeks.

Question. Three weeks altogether?

Answer. Yes, sir.

Question. Did you know he was not competent when you recommended him?

Answer. I knew he was not a painter; but I believed he would be able to perform the duties there, for I had previously heard of other persons going in there and acting as painters who had never served any time at the business.

Question. You say that you recommended him in order to test the sincerity of Mr. Turner in his professions of anxiety for the political welfare of Mr. Searing?

Answer. Yes, sir.

Question. You say that Mr. Fulton was not a member of your party and was not a voter?

Answer. That is what I said.

Question. How then would his appointment test the sincerity of Mr. Turner's professions?

Answer. Mr. Turner had told me previous to this time that he desired to have men in there who were favorable to the re-election of Mr. Searing, who could help him. Now, this man Fulton not being a voter or a member of the party, could not help the re-election of Mr. Searing. Still, Mr. Turner was willing to appoint him, notwithstanding what he said, in consideration of this liquor which was to be sent to him.

Question. What do you mean then by what you represented to Mr. Teller as your motive for desiring this man appointed? You say that you told Mr. Teller that it would be a work of charity to appoint this man; that he was a poor man, and that his family were destitute?

Answer. That was true.

Question. Were you candid about that being your motive?

Answer. Yes, sir.

Question. Then you had a double motive?

Answer. Yes, sir.

Question. Then you did not recommend him simply to test the sincerity of Mr. Turner?

Answer. Not that alone. I wanted to get the man employment; I knew his family were destitute. They were in England at that time, but I had seen letters from his wife stating that they were very destitute. I knew he had nothing to do.

Question. Was he a friend of yours?

Answer. Yes, sir.

Question. Did you urge his appointment; were you very solicitous about it to Mr. Teller?

Answer. Yes, sir; I urged it, and begged of him to do this for him.

Question. Did you believe that he could fairly and honestly do the work for which he would be paid in the yard?

Answer. I never stopped to consider about that.

Question. Did you recommend him to Mr. Teller as a person who was competent?

Answer. I recommended him to Mr. Teller as a person I thought would be competent to perform his duties.

Question. Had you a previous acquaintance with Mr. Teller?

Answer. Yes, sir.

Question. Then he had confidence in your recommendations had he?

Answer. Oh, no doubt about that. I recommended Mr. Fulton as a man capable of performing his duties.

By Mr. Bocock:

Question. Who is this Mr. Teller, and where does he reside?

Answer. He has a place in the New York custom-house, and resides, I think, in Westchester county, New York.

B. DONNELLY.

No. 8.—TESTIMONY OF PATRICK FITZGERALD, BROOKLYN.

JANUARY 28, 1859.

PATRICK FITZGERALD called and examined.

By the Chairman:

Question. Have you been employed in the Brooklyn navy yard?

Answer. Yes, sir.

Question. How long have you been employed there?

Answer. Since a year last August.

Question. In what capacity have you acted there?

Answer. I acted in the capacity of foreman of the painters.

Question. Who is the master workman of the painters?

Answer. William Turner.

Question. How long has he been there?

Answer. I think it was the latter end of March or the first of April that he entered upon his duties there.

Question. By what member of Congress was he nominated to that place?

Answer. By Mr. Searing, I understood.

Question. From whom did you understand that?

Answer. From Mr. Turner.

Question. Do you know whether or not any paints have been taken from the navy yard for private use?

Answer. Yes, sir.

Question. State what cases of the kind have come to your knowledge?

Answer. I have known of 100 weight of zinc to be removed from there and landed outside of the limits of the navy yard.

Question. Where was it taken from?

Answer. From the paint shop.

Question. What was done with it?

Answer. It was left in a house in Williamsburg.

Question. What became of it?

Answer. I cannot say what became of it after it was removed from there?

Question. Who removed it?

Answer. Two men in the employ of Mr. Turner.

Question. What were their names?

Answer. John White and Reuben Munson; I saw them convey it from the paint shop in the navy yard, and in a boat to take it and land it in the hotel in Williamsburg.

Question. Did you hear what became of it then?

Answer. I heard that it was removed to Whitestone, a place near Flushing?

Question. From whom did you hear that?

Answer. From the men employed to take it there.

Question. Who were they?

Answer. The two men who conveyed it from the paint shop to the hotel.

Question. Where are those men now?

Answer. One of them, I believe, is still in the employ of the master painter of the Brooklyn navy yard, John White; but Reuben Munson has been discharged.

Question. Did you learn from John White what use this paint was put to?

Answer. I did not; but I learned from Mr. Turner himself that it was to be used on his own house in Whitestone. He said he had some painting to do in his own house, and that they were to take some paint down there to do it.

Question. Do you know of any other cases where paints were taken from the navy yard?

Answer. No, sir; I know of no case in relation to which I have got possession of the facts; I may have heard of such cases, but I don't know as to the truth of the matter. But I know this, that men have been employed there in that department, and rated as first class workmen, who were taken right from the laborers gang, and never had any knowledge about the art and mystery of painting.

Question. How frequently was that done?

Answer. It was done numerous times.

Question. What were these men set to work at?

Answer. At general painting. When they were first put to work at painting, if they were to be favored in any way they were set to painting mess bags. It is true these bags had to be painted well, but they had only to be painted a plain black, and that was not so careful work as some other was.

Question. What wages were given these men?

Answer. Some were rated as second class painters and some even as first class painters, and some of them who were rated as first class painters had no knowledge at all of the art and mystery of painting.

Question. Do you know of any cases where any of the men employed in the yard answered to the roll call and then did not work?

Answer. I do.

Question. How frequently was that done?

Answer. I know, of my own knowledge, of but one case.

Question. What was that case?

Answer. It was while they were employed working on what is called the blocks; that is, the dock called the cobb docks, on which there are some government buildings. There were four men employed there during the time I acted as foreman of the painters. One afternoon I went over there and missed two of these men. I asked the other two where the men had gone, and they told me that they had gone out to Calvary Cemetery to paint a railing for Mr. Turner. I missed these men from there on two separate occasions, and I was informed by their fellow workmen that that was what they went away for.

Question. Do you know of any cases in which the men after roll call went off in considerable numbers to attend political meetings in different places?

Answer. I knew an instance of the kind to occur once, but I believe the men who went away were docked a quarter of a day each.

To the best of my recollection that was the way it was done.

Question. When was that?

Answer. I think it was in October last, along before the election, at the time of the primary meetings for appointing delegates to the nominating convention,

Question. Where did these men go?

Answer. I think it was in Jamaica.

Question. In whose district?

Answer. In Mr. Searing's.

Question. Did Mr. Turner go with them?

Answer. Yes, sir.

Question. Do you know how many men went off that time?

Answer. I think there must have been eight or ten at least.

Question. Were these men residents of the district or not?

Answer. Some of them were, and some were not. Some belonged in the city of Brooklyn; others belonged in Flushing. I believe there were not more than one or two of them who were residents of Jamaica.

Question. Did you learn from Mr. Turner what the purpose was in going there?

Answer. I did not make any inquiries.

Question. How many men are employed in the painter's department, say in October last; how many were there employed under the master painter?

Answer. To the best of my recollection I should judge that there were about sixty men.

Question. Who appointed these men? Who selected them?

Answer. There were some from different congressional districts; but the majority of them were from Mr. Searing's district.

Question. Did Mr. Turner select them, or were they recommended to him?

Answer. They were recommended to him, so Mr. Turner informed me. I have not officiated in the capacity of foreman since in September last. I was reduced at that time to journey work, and continued at that until the 10th of this month, when I was told to let my call run out, and not answer to it, as there was nothing for me to do.

Question. How many men were employed in October last?

Answer. To the best of my recollection there were about sixty men employed.

Question. Were these men appointed by Mr. Turner upon the recommendation of members of Congress?

Answer. Yes, sir.

Question. How many men were employed after election was over? Was there any reduction made then?

Answer. Yes, sir; I believe the number in our department was reduced to thirty men.

Question. State whether, during the month of October last, there were more or less men in the painter's department than were really needed there.

Answer. I was not then foreman, but was reduced to journey work,

and did not give the matter any attention. But I heard the men every now and then regretting that there was not more work to do; for they were afraid of soon being discharged, as the appearance then was that there would not be sufficient work to retain them much longer.

Question. In your judgment, was there enough work for sixty men to do at the time these men were employed there?

Answer. If I was to judge the work by what was a fair day's work for mechanics outside of the yard, I should say that there was not enough work for that number of men.

Question. Is there any difference in the amount of work done by men in the navy yard and that done by men outside of the yard?

Answer. I judge there is.

Question. How much difference is there? One-half, one-third, or one-quarter?

Answer. I would consider that a fair mechanic outside of the yard would do as much in half a day as some of the workmen in the yard would do in a day.

Question. How does the rate of wages paid to the men in the yard compare with the rate paid outside?

Answer. I believe it is the same most generally in all the departments; it differs at different seasons according to the amount of work done; take it in the business times of the year, in the spring and the summer, and it ranges about the same.

Question. What is the rate of wages for first class painters in the yard?

Answer. Two dollars a day.

Question. What would be a fair rate of wages for that class of laborers that were put into the painter's department, though you thought they were not competent?

Answer. I believe that, according to the number of men employed in our department, we are allowed two laborers to do the rough work around the shop.

Question. You do not understand my question exactly. What would be fair wages for laborers of the same kind that you say were put to work as painters?

Answer. The laborers we have in the painter's department are allowed ten shillings a day.

Question. What are second class painters allowed?

Answer. They are allowed fourteen shillings a day.

Question. What are first class painters allowed?

Answer. They are allowed two dollars a day.

Question. Have you a class of laborers in your department besides the painters?

Answer. We have only two there; sometimes only one.

Question. What are they allowed?

Answer. They are allowed ten shillings a day; we have one man there who attends the paint mill. It takes a man accustomed to the work to attend to that, although he need not be a first class painter; but his work is very important, as he must have some knowledge of

mixing paints. I think that on that account he is rated as a second class painter.

Question. Do you know any cases where men were allowed to go from the navy yard to paint for any member of Congress?

Answer. Not to include navy yard time; that is, they were not paid for that time by the government. I know that they have been employed in the yard, and sent out to do this work, and were not discharged, but were reinstated and set to work in the yard when they got through the other work.

Question. Do you know whether they received any pay from the government for this time?

Answer. I do not know that they did.

Question. Do you know that any paints of the government were used?

Answer. Not that I know of.

Question. Where were the paints of the government kept?

Answer. Just as we received orders to do any work, there would be a certain amount of paint drawn from the storehouse upon the requisition of the master painter and the naval constructor.

Question. Who would draw this requisition?

Answer. The master painter, or the clerk who was employed by him in his office.

Question. When he had drawn a given amount of paint, where was it kept then?

Answer. In the shop.

Question. Under whose control was the shop?

Answer. The men always have general access to it.

Question. Do you know any cases in which paints, &c., were taken from this shop for other than government uses?

Answer. Not to my actual knowledge, though I have heard of it.

Question. Could it be done without difficulty, without the assent of the master painter?

Answer. It could, or without his assent, either.

Question. You say that you do not know whether anything of the kind has been done?

Answer. Not to my own knowledge; I have heard of it, however.

Question. How much paint is generally drawn from the storekeeper at a time?

Answer. We might have, perhaps—I have known—three tons of dry lead at a time to be in the mill, and as fast as it was ground it was brought down to the shop and put in casks, perhaps 600 or 800 pounds in each cask.

Question. How much oil would there be in the shop at a time?

Answer. I have seen 300 or 400 gallons at a time there.

Question. Was this always open to be used by the master painter and his men?

Answer. They could always go in and help themselves; it is always at their disposal.

Question. In what part of the yard is this paint shop situated?

Answer. It is right alongside the dry dock.

Question. Who has the keys of it?

Answer. The shop is locked every night and the keys left at the guard-house at the gate; and the captain of the watchmen takes the keys of all the buildings in the yard, and goes around and examines them all in the night in order to guard against fire and accident.

Question. Does the master painter have a clerk?

Answer. There is a man there who officiates in that capacity and does nothing else.

Question. What men were detailed to paint the house of the member of Congress that you spoke of?

Answer. Thomas Craig and John White.

Question. Is this John White the same White that you mentioned before?

Answer. Yes, sir.

Question. Is he employed in the Brooklyn navy yard now?

Answer. Yes, sir, or was the last accounts I heard of him, which was last Tuesday.

Question. Do you know of men being detailed from the navy yard to work for any one else?

Answer. Not of my own knowledge.

Question. Do you know how they came to be detailed for the instance you have mentioned?

Answer. I understood they were sent out there to remain at the house until the job was completed.

Question. Did you ever have any conversation with Mr. Turner about that matter?

Answer. No, sir.

Question. Do you know of property being taken from any other department of the navy yard for other than government use?

Answer. No, sir; I have never seen anything of the kind; I have never paid any attention to any but the department I was at work in.

Question. Is there anything else that you know in regard to taking the property of the yard for any other purpose than for government use, or anything relating to matters in the yard?

Answer. I know nothing about property being taken beyond the bounds of the yard to be used for other than government purposes, except the case I have mentioned. But I know of an instance where the men were taxed to bear the expenses of Mr. Turner on to Washington.

Question. When was that?

Answer. Some time last summer.

Question. What was the ground upon which the tax was levied?

Answer. It got to one or two men that he was going on to Washington, and it was represented to the men (I was one of the parties that it was represented to) that he was going on to have the men's wages raised to 18 shillings a day, and it was represented that we ought to pay his expenses on there.

Question. Was there a collection taken up for that purpose?

Answer. Yes, sir; I paid over to him some \$94.

Question. How much did you contribute?

Answer. One dollar.

Question. How much was collected from each hand?

Answer. One dollar; some of them gave more.

Question. Did Mr. Turner go on to Washington?

Answer. Yes, sir.

Question. Do you know of any case of contribution among his men to make him a present or a gratuity of any kind?

Answer. Yes, sir.

Question. State when and what that was.

Answer. It was a gold watch and chain.

Question. When was that?

Answer. I think it was about last June.

Question. How much did they cost?

Answer. One hundred and seventy-five dollars.

Question. Who contributed to that?

Answer. The workingmen in the painter's department.

Question. How much did you contribute?

Answer. Five dollars.

Question. Who got the matter up? Who started it?

Answer. A young man of the name of Leighton, in the office, first suggested it. He told me that Mr. Turner would be glad to have it carried through; and I then assisted in the carrying through of it.

Question. You went round and collected the contributions?

Answer. Yes, sir.

Question. Did all the men contribute?

Answer. I do not believe there was any who did not.

Question. Was there any objection made by the men to making this contribution?

Answer. Not at this time, when this contribution was collected; but afterwards, the following pay day, they had this other tax to pay for him to go to Washington, and they complained of being taxed again.

Question. How was this regarded by the men, as a tax or as a compliment to Mr. Turner?

Answer. I think if the men were left voluntary to themselves they would not have done it. They did it merely through fear that, as some few had started it, if the others did not encourage it they would be discharged.

Question. Were these men subject to be discharged at any time?

Answer. Yes, sir; if the master painter chose to lodge complaints against them of disobedience of orders and the like.

Question. Was it understood by the men that the master painter could remove them at any time?

Answer. Yes, sir.

Question. Do you know of any cases within your own knowledge of men paying any gratuity for being employed in the yard?

Answer. No, sir; nothing more than has been collected through these taxes and levies. We have had four of them this last year.

By Mr. Ritchie:

Question. You have mentioned but two of these levies; what were the other two?

Answer. There was one I did not contribute to. The other three

I did. I was informed that it was for the purpose of paying Mr. Searing's expenses on to Washington at the time that Mr. Turner was suspended on account of the difficulty that he had with Colonel Harris.

By the Chairman:

Question. Was there a collection made at that time among the men?

Answer. Yes, sir.

Question. How much was collected?

Answer. I believe not much; \$30 or \$40.

Question. Did you contribute to that?

Answer. No, sir.

Question. What was the other contribution?

Answer. It was to defray election expenses.

Question. How much was contributed in your department then?

Answer. I believe they collected \$58 or \$60.

Question. How was that contribution taken?

Answer. By the master painter.

Question. Did you contribute to that?

Answer. I did, sir.

Question. Was the contribution general among the men?

Answer. I can't say whether they all contributed or not.

Question. Was that contribution general throughout the yard, in other departments as well as yours?

Answer. Mr. Turner told me that his was the only department that Mr. Searing had a claim on, on account of his being appointed through Mr. Searing; and he thought the men employed in his department ought to contribute to support Mr. Searing's election.

Question. Were there any other contributions or levies made upon the men in the painter's department, to your knowledge?

Answer. None that I know of.

Question. Have you any knowledge of any particular cases where men paid money to get employment under Mr. Turner?

Answer. No, sir.

By Mr. Bocock:

Question. In what business are you now engaged?

Answer. In the painting business.

Question. When did you leave the navy yard?

Answer. On the 10th of this month, sir.

Question. On what account did you leave? was it voluntarily, or were you discharged?

Answer. I was not discharged. I was requested not to answer to my name, and to let my call run out. After three days, if a man does not answer to his name, his call runs out.

Question. Who made that request?

Answer. Mr. Turner's foreman. He told me, on the 10th of this month, when I came down to muster, that he had orders from the Secretary of the Navy and the Hon. George Taylor not to retain me any longer in his department; that I was not friendly to, or rather that I opposed the candidates who were up for election, and who sustained the administration.

Question. You thought that was wrong treatment, and did not like it, I suppose.

Answer. No, sir. I thought it was useless for me to muster and not to be put to work; so I complied with the foreman's request, and went home.

Question. When a master workman is guilty of misconduct towards the men under him, what is their redress? Or, if he is guilty of misconduct in any way, what is the redress of the men?

Answer. I suppose it would be to report it to the commodore of the yard.

Question. I understood you to have said that the master painter had caused some of the paint to be taken out of the shop and carried away to paint his own house. Is that correct?

Answer. Yes, sir; that is what I said.

Question. Were you cognizant of it yourself?

Answer. I was cognizant of the paint being removed from the shop.

Question. Did you report this to the commandant of the yard?

Answer. No, sir; I did not.

Question. Did you take any steps to have the matter reported to the Secretary of the Navy?

Answer. No, sir.

Question. Does it come within your knowledge that the master painter has ever been reported to the commandant of the yard or the Secretary of the Navy for misconduct?

Answer. Yes, sir.

Question. By whom was he reported?

Answer. By Colonel Harris.

Question. Was that the only case of which you know anything?

Answer. Yes, sir; that was the only case.

Question. That was for improper language to Colonel Harris, was it not?

Answer. Yes, sir; it was.

Question. Does it come within your own knowledge that he has ever been reported for levying contributions upon the men in the yard, or for carrying away paints, or for abusing the privileges of his office?

Answer. I do not know, sir. I have heard it talked about among the men. I do not know how far the thing may have gone, only from the public rumors we have had.

Question. Then you do not know that he was reported for such things, of your own knowledge?

Answer. Not to my own knowledge.

Question. Why did you not report him? Did you not conceive it to be your duty, as an employé of the government, to take care of the interests of the government?

Answer. I suppose it ought to be, but I was subservient to his orders, and through that means I did not think that I should disobey his orders.

Question. Did Mr. Turner himself take any part in levying the contribution upon the men for a gold watch? Did he ask you for any contribution?

Answer. He spoke to me about it.

Question. What did he say to you?

Answer. He asked me if it was under way, and I said it was. He said that he would like to have a watch.

Question. Did Mr. Turner ever use any threat in regard to the matter? Did he tell you, or did he tell anybody in your hearing, that if this thing was not done he would turn out the men?

Answer. No, sir.

Question. You spoke of some men who were sent at one time to attend a primary meeting in Mr. Searing's district, and you said some of them were residents of the district and some were not. Did I understand you to say that all of them were docked for their absence?

Answer. They were docked a quarter of a day.

Question. Can you give us the names of those who went, or such of them as were not residents of Mr. Searing's district?

Answer. Well, sir, I am not in possession of their actual residence, but those who went to this primary meeting were not all residents of that district. Some of them I am sure were not, because they resided in the 17th ward; that is the ward in Williamsburg.

Question. Who were those who resided in the 17th ward?

Answer. There was John White, Thomas Craig, and a man by the name of Crawford, sir.

By Mr. Groesbeck:

Question. How are the men removed in that department? Who has the right to remove the men?

Answer. The master painter made out the list generally.

Question. Well, could he discharge a man?

Answer. He could discharge them individually for disobedience of orders.

Question. What do you mean by saying that he made out the list? Who did he make out the list for?

Answer. He receives orders from the naval constructor and the commander of the yard; and if he has any more men in the yard than he has work for, he is the choosing man, who shall be retained and who shall be discharged.

Question. Then he cannot discharge a man except for disobedience of orders?

Answer. Or for want of employment.

Question. When there is a scarcity of work, does he give a discharge in that case?

Answer. He has the selection; and of those whose names are enrolled in his book he discharges whom he pleases, and retains whom he pleases.

By Mr. Bocock:

Question. Is his decision final, or does he submit his decision to the naval constructor, and under him to the commandant of the yard?

Answer. Yes, sir; he submits it to them after he selects the names from the list.

Question. Do they have to approve it or not?

Answer. Yes, sir; they approve it.

Question. But suppose they do not approve it; suppose he makes out

the list, with certain men to be discharged, and submits it to the commandant and the constructor, and they do not approve it, what then?

Answer. In that case I suppose he would comply with their wishes; but I have never seen his list contradicted.

By Mr. Groesbeck:

Question. You are not now employed in the yard, I understand?

Answer. No, sir; I have never been in the yard since the 10th of this month.

By Mr. Ritchie:

Question. You say that you have never seen Mr. Turner's list contradicted; what do you mean by not contradicted?

Answer. I mean that, so far as my knowledge goes, I have never seen Mr. Turner's list returned and objected to.

By Mr. Groesbeck:

Question. When was this political meeting, to which eight or ten men went from the navy yard?

Answer. It was shortly before the election, some three weeks or a month; about October, I should think.

By the Chairman:

Question. How have you been employed since you left the navy yard? Are you in the service of the government?

Answer. I was at work for myself at journey work when I was subpoenaed.

By Mr. Boccock:

Question. What were the men engaged upon in October last?

Answer. On the work going on in the yard; some in painting boats, and some in the spar shed and in the different departments.

Question. Was it in painting upon vessels that were fitting out for expeditions, in repainting cabins, or any thing of that sort?

Answer. Yes, sir; there was some work of that kind.

Question. When a vessel is about to sail upon a cruise is there not some painting to be done upon it?

Answer. Always.

Question. Were these men engaged to any extent in painting the vessels going upon the Paraguay expedition?

Answer. Yes, sir.

Question. When did those vessels leave?

Answer. At various times.

Question. Can you not tell when?

Answer. I could not give the date; I kept no calendar of them. I was attending to my work in the yard at the time.

Question. As those vessels got off, the amount of business in each department was diminished, I suppose?

Answer. Sometimes we had two of those vessels in hand, and worked over time on them. The work was driven through in a hurry, and the men worked nights on them.

Question. How did it happen that you were summoned here? Did you voluntarily notify anybody that you could give information, or were you sent for?

Answer. I was sent for, and served with a subpoena.

Question. Before that time had you made known to anybody that you could give interesting information upon this subject?

Answer. No, sir; there had been some conversation among the men employed in that department.

By Mr. Groesbeck:

Question. Had you any conversation with any one upon the subject?

Answer. Not lately; I have in the yard.

Question. Since you were discharged?

Answer. Yes, sir, I have.

Question. With whom? With Mr. Allen?

Answer. No, sir; I do not know the gentleman.

By the Chairman:

Question. Who did you converse with about this matter?

Answer. I conversed with Mr. Berry about it once; I met him at the City Hall.

By Mr. Bocock:

Question. Did you say anything about these matters previous to the time of your being dismissed from the yard?

Answer. I have not done so very publicly; but I have spoken to men frequently about it, and men have spoken to me about it.

PATRICK FITZGERALD.

No. 9.—TESTIMONY OF ALEXANDER WARD, BROOKLYN, NEW YORK.

FRIDAY, *January* 28, 1859.

ALEXANDER WARD called and examined.

By the Chairman:

Question. Mr. Ward, was you master laborer in the navy yard at Brooklyn, at any time?

Answer. Yes, sir.

Question. When was you appointed?

Answer. I was appointed in 1857; I think it was in September or October of that year.

Question. Upon whose recommendation, what member of Congress?

Answer. Hon. Horace F. Clark.

Question. When did your employment there cease?

Answer. On the 15th of May, 1858, when I resigned.

Question. What was your position there?

Answer. I was master laborer to the constructing engineer.

Question. You had charge of the laborers employed in construction?

Answer. A part of them; the ordinary laborers in digging out and such work as that.

Question. You mean those employed in making improvements and additions to the navy yard?

Answer. Yes, sir.

Question. How many men had you under you when you went in?

Answer. When I went there, there were something like two or three hundred men.

Question. How many when you left?

Answer. Between seventy and one hundred.

Question. Who appointed these men, who named them?

Answer. I named them and the engineer confirmed them.

Question. What was the former practice in regard to the selection of men in the navy yard?

Answer. Well, sir; it was supposed that the patronage was to be given for the benefit of the democratic party.

Question. I will ask you what was the custom as to the division of this patronage with regard to the appointment of these workmen, among the members of Congress?

Answer. Previous to my going there, we had but one representative from New York, that was Mr. Kelly, and he had most of the men in the yard.

Question. The appointments were recommended by him?

Answer. Yes, sir; he was the only democratic representative before I went there.

Question. How was it afterwards?

Answer. When I went there, I divided them among the different members of Congress as well as I could. Mr. Taylor had the majority when I went there, among the men, and Mr. Kelly had the second highest number.

Question. Then you divided them among the members of Congress?

Answer. Yes, sir; under their recommendations I appointed the men they sent to me.

Question. How was that done? Were these recommendations of the members of Congress in writing?

Answer. Many of them were in writing, but sometimes they would come themselves in person and recommend a man.

Question. And upon this recommendation you would appoint the man?

Answer. Yes, sir.

Question. Did you examine into the qualifications or fitness of the men thus recommended?

Answer. I could judge pretty well whether a man could handle a shovel or a pickaxe.

Question. In your department there was not so much difficulty as there might be in others; but how was it in the other departments? Was there any examination as to the qualifications or fitness of the appointees?

Answer. I do not know; I cannot speak except as to my own department.

Question. Was there any dispute between you and the engineer as to the right to nominate a man?

Answer. Yes, sir, there was. When I received the appointment to this post, it was got through the solicitation of Mr. Clark. He thought it would relieve him of considerable annoyance if I would accept this place.

Question. And so you accepted it?

Answer. Yes, sir, I accepted it at his suggestion.

Question Now state the controversy between you and the engineer.

Answer. When he notified me of my appointment, I went to see what I was to do, and what I was to have charge of. He told me that I was not to have the appointment of the laborers, but that I was merely to take charge of them after they were appointed ; and I refused to accept the office on those grounds.

Question. Unless you had the appointment?

Answer. Yes, sir, unless I had the appointment of the men.

Question. What was done then?

Answer. I saw Mr. Clark and informed him of the facts of the case, and he told me that I should have the appointment of the men. Mr. Clark wrote on to Washington to see about it.

Question. Did Mr. Clark go to Washington?

Answer. No, sir, he merely wrote to Washington.

Question. To whom did he write?

Answer. I believe it was to the Secretary of the Navy.

Question. I will ask you then, what instructions came either to you or to the engineer, from the Secretary of the Navy, in regard to the appointment of the laborers?

Answer. I received a notice that I was to have the naming of the men.

Question. From whom did you receive it?

Answer. From the constructing engineer; and then I accepted the appointment.

Question. Did the constructing engineer inform you from whence the orders came?

Answer. Yes, sir.

Question. What did he say about it?

Answer. He said that they came from the bureau or the department.

Question. And upon that you accepted the office?

Answer. Yes, sir.

By Mr. Groesbeck:

Question. Was it by letter?

Answer. Yes, sir.

By the Chairman:

Question. Have you that letter with you?

Answer. I think not. I think I have destroyed it. I did not expect to be called upon about anything in relation to the navy yard. I have one letter, I believe, in relation to a communication from the officers of the yard. Here is the notice that was sent to me :

NAVY YARD, NEW YORK,
November 18, 1857.

SIR: You will make inquiries of the several master workmen in the department under your charge, and require them to report to you in writing, the names of all persons who are in the receipt of pay

from the navy yard and the custom-house or any other place, at the same time, which reports you will transmit to me.

Respectfully, your obedient servant,

THOMAS R. ROOTES,
Commanding pro tem.

CHARLES K. GRAHAM, Esq.,
Constructing Engineer, Navy Yard, N. Y.

In relation to that, I answered that I had none employed in the custom-house and receiving pay.

Question. After you had accepted the office and made your selections of laborers, I will ask whether any attempt was made to get up a testimonial for you, as it is called?

Answer. Yes, sir.

Question. What was the attempt?

Answer. The foreman of the yard taxed the men, I believe it was one or two dollars apiece—the men I had under my charge—and they had collected something like an hundred dollars when I found it out. Some of my men informed me that such was the case, and I called on the foreman who had the matter in charge and told him that I did not wish to have any such thing take place, so far as I was concerned, because they were only receiving nine shillings a day and I was getting three dollars, and I thought they required the money as much as I did.

Question. I will ask you whether it was the habit in the Brooklyn navy yard, as far as you know, to give testimonials of this kind?

Answer. It seemed to be a general thing to give testimonials to masters.

Question. What was the character of these testimonials? What did they consist of?

Answer. Diamond breast pins, watches, and articles of that kind.

Question. How are they paid for?

Answer. By subscriptions from the men under their employ.

Question. Do you know whether your predecessor had received testimonials?

Answer. Yes sir, I do.

Question. Do you know whether any other master workmen had received testimonials of that kind?

Answer. Yes sir; the master plumber received one; the master caulker, the master blacksmith, and the master painter received one.

Question. Who else?

Answer. That is about all I know at present. I was not very long in the yard.

Question. How was it with the men; was this a general custom understood among them?

Answer. No sir; some of the men looked upon it as compulsory.

Question. I will ask you whether this habit of giving testimonials was a general habit?

Answer. Yes sir.

Question. Can you state how it was regarded in the navy yard among the men?

Answer. It was regarded as compulsory upon the part of some. They thought that if they did not go into the arrangement they would be turned out, and therefore they subscribed.

Question. What power of removal had you over these men?

Answer. When the engineer would make a recommendation for the removal of men, I would have to remove them.

Question. The engineer would recommend that a number of men should be removed, and you would make the selections?

Answer. Yes sir.

Question. Was the force increased or varied ever?

Answer. Not under my time.

Question. How was it generally in the navy yard? Was not the number of men varied, there being sometimes more and sometimes less?

Answer. Yes sir.

Question. When you wanted tools or materials where did you get them?

Answer. I made a requisition on the engineer to furnish them.

Question. Now tell the process by which you got them finally? You went to the engineer and the engineer gave you a requisition upon whom?

Answer. Mr. Chichester was the man.

Question. What was his office?

Answer. His office was in Water street.

Question. I mean what position did he hold under the government?

Answer. None; he was a private citizen.

Question. You say you got a requisition from your superior; was it from the storekeeper?

Answer. No sir; it came from the constructing engineer.

Question. And then you went to Mr. Chichester and got the articles you wanted?

Answer. Yes sir.

Question. Who did you say he was?

Answer. He is a private citizen.

Question. What is his business?

Answer. He is a ship Chandler.

Question. Was there any agreement with him, as to the prices of articles?

Answer. That I know nothing about; I did not have anything to do with the prices.

Question. You went to him for the articles yourself?

Answer. I always sent one of my men.

Question. Was there no other formality except to get a requisition from the constructor?

Answer. That was all.

Question. What did Mr. Delano have to do with this matter?

Answer. The firm of Delano & Co. furnished the articles I wanted.

Question. How much did this Mr. Chichester furnish?

Answer. He was one of the firm of Delano & Co., and he was the man who usually came over to the yard.

Question. Who was Mr. Delano?

Answer. I do not know.

Question. You say, do you, that the master workmen were appointed upon the recommendations of members of Congress?

Answer. Yes, sir.

Question. I want you to give me the names of those master workmen appointed by the different members of Congress. Give me the names of those represented to have been appointed by Mr. Sickles?

Answer. There was Mr. Graham, the constructing engineer; Mr. McCarty, the master plumber, and Mr. Fox, the boss block maker.

Question. Who are represented as being subject to the appointment of Mr. Taylor?

Answer. The master of the gang of laborers under the constructing engineer; the master boat builder, Mr. Kerrigan, I believe his name is, and he claimed, I believe, to have a right to nominate the boss ship carpenter.

Question. Who represented Mr. Searing?

Answer. He was represented by Mr. Turner.

Question. What place did Mr. Turner occupy?

Answer. That of master painter.

Question. Who represented Mr. Maclay?

Answer. Mr. Phillips, master spar maker; Mr. Merrifield, master blacksmith, and the timber inspector.

Question. Who is the timber inspector?

Answer. He is a man through whose hands all the timber goes. He inspects it and approves or rejects it.

Question. Who represented Mr. Cochrane?

Answer. The master caulker.

Question. Who represented Mr. Ward?

Answer. The master stone-cutter.

Question. Who represented Mr. Clark?

Answer. I was the only representative Mr. Clark had there.

Question. I will ask you whether this division of patronage was generally understood among the men in the yard, and commonly spoken of?

Answer. It was understood that there was to be an equal division among the members of Congress, but such was not the case.

Question. Was it understood that these master workmen were the representatives of particular members of Congress named?

Answer. Yes, sir.

Question. Do you say that there was not an equal division?

Answer. There was not.

Question. Did this fact create any trouble or strife among the members of Congress in dividing up the patronage?

Answer. Yes, sir. Mr. Taylor was very anxious to have his friends there; and Mr. Cochrane was very anxious to have his friends there; and Mr. Kelly was very anxious to have his friends there; and they

would come in person to see about it. Mr. Searing and others did. Mr. Clark never came into the yard while I was there, that I know of.

Question. Would the other members come in person and insist that there was not a fair division of the officers?

Answer. Yes, sir.

Question. What complaints, if any, were made to you by Mr. Taylor in regard to the appointments?

Answer. I wanted to get some of Mr. Clark's friends appointed in the yard, at least some from his district, and I thought I would discharge some who were already there, so as to have a chance to appoint some of the others. I did so, and the moment Mr. Taylor found it out he came down to the yard and wanted to know what I was doing, saying that I was discharging his friends, and that they were playing the deuce with him about it. I told him that I could not help that, that he had more than his share in my department, and I wanted to equalize it among the different members of Congress.

Question. What did he say to that?

Answer. He said that it would not do; that he would have to see about it.

Question. Was anything further said about it?

Answer. That was all.

Question. Do you know of any other cases of disputes growing out of the division of this patronage among members of Congress?

Answer. Yes, sir. I have heard that there was a dissatisfaction among certain members of Congress because they did not have a share of the patronage for their friends.

Question. Do you remember the time this master painter was appointed?

Answer. Yes, sir.

Question. Do you know of any dispute or complaint which led to that appointment, and by whom the complaint was made?

Answer. That I do not know.

Question. Do you remember the date of his appointment?

Answer. I do not remember the exact date. I know I was in the yard when he was appointed.

Question. Do you remember the date of his appointment in connexion with any political event or proceeding in Congress?

Answer. It was during the time that important question about Lecompton was being considered.

Question. Who was removed to make room for him?

Answer. Mr. Lewis W. Berry.

Question. Was Mr. Turner appointed in his place?

Answer. Yes, sir.

Question. Did you ever have any conversation with any member of Congress about that appointment?

Answer. I have spoken casually about it. But I had no conversation with members of Congress about it.

Question. Had you any conversation with Mr. Searing about it?

Answer. No, sir; I do not know as I have had any particular conversation with him about it. I thought it was not right, in the first

place, to appoint Mr. Turner, and I may have said something to Mr. Searing to that effect. I have spoken to several members of Congress, and said that I did not think it was right to appoint Mr. Turner.

Question. What acquaintance have you had with Mr. Turner?

Answer. I have known him about six years.

Question. Where has he resided during that time?

Answer. Part of the time in New York city, and part of the time upon Long Island.

Question. In what district did he reside at the time of receiving his appointment?

Answer. He was represented as residing in Mr. Searing's district.

Question. What was his business or occupation prior to being appointed master of the painters' department in the navy yard?

Answer. I believe he was a contractor, or something of that description.

Question. From whom would he get contracts?

Answer. From different parties. I have understood that he contracted for painting the public buildings here in the city of Washington.

Question. Do you know what was his occupation in New York city?

Answer. I do not.

Question. What has been his general character?

Answer. His general character stood very fair until he got into an election scrape.

Question. What do you mean by that?

Answer. He was an inspector of elections.

Question. How long ago was that?

Answer. That was in 1853 or 1854.

Question. Since he got into that difficulty what has been his general character?

Answer. Passable, so far as I know.

Question. What do you mean by "passable"?

Answer. I have not placed much confidence in him from the time I knew he had got into this difficulty in that election case.

Question. Was he ever tried for that matter?

Answer. Yes, sir.

Question. Did the laborers in the navy yard do as much work in proportion as laborers in civil employments?

Answer. No, sir.

Question. How much less, in your judgment, would they do?

Answer. Well, you could hire men outside for about the same wages who would do as much work in half a day as those in the yard would do in a day.

Question. How did the compensation of laborers in the yard compare with the rates paid to laborers outside?

Answer. Some laborers outside might receive ten or twelve shillings a day, while those in the yard would receive only nine shillings a day.

Question. Was it the intention to make the wages in the yard the

same as paid outside? Did you conform your wages to the rates paid outside?

Answer. No, sir; we never raised our wages; the rate was that allowed by the government.

By Mr. Groesbeck:

Question. Was the rate of wages in the yard lower than the rate paid outside?

Answer. Yes, sir.

Question. Were the men fairly worked?

Answer. Yes, sir; they were worked reasonably.

Question. When did you go into the yard?

Answer. I think it was in September, 1857, that I went there.

Question. When did you resign?

Answer. On the 15th of May, 1858.

Question. You resigned; you were not removed?

Answer. Yes, sir; I resigned.

By Mr. Ritchie:

Question. How was the employment on work in the yard as compared with that outside in point of steadiness? Were there more or less days' work the year round?

Answer. We were supposed to have more days' work in the course of a year in the yard than there would be outside, and that was the reason that men were so anxious to get employment in the yard.

By Mr. Groesbeck:

Question. You speak about giving these testimonials. Is it not a common practice for this thing to be done voluntarily by the men although there would always be some who would object to it, but feel that they were compelled to do it by custom as well as otherwise?

Answer. Yes, sir.

Question. Do you wish to be understood as saying that these testimonials were extorted from the men in every instance?

Answer. No, sir.

By the Chairman:

Question. Do you know of any cases where money was paid to master workmen in consideration of having given places in the yard?

Answer. I know nothing of the kind except from rumor.

Question. Has money been offered to you to get you to give employment to men?

Answer. Yes, sir.

Question. How frequently?

Answer. Well, it was offered to me in four or five different cases; but they found out that I positively refused any such thing, and they did not trouble me any more with it. A man once offered me \$10 for a place. I told him if he had \$10 to spare, I could find a man that did not have so much money, who needed employment as much as he did; and I would give the preference to the man who needed it most.

Question. Do you know of any offers of money being made to the other master workmen?

Answer. That I cannot say. I can only speak in regard to myself.

Question. Did any of these men who offered you money give any reasons for doing so?

Answer. Yes, sir; some of them did.

By Mr. Bocock:

Question. Do you know whether any of these cases of giving money for places, or of giving testimonials to these master workmen, was ever brought to the attention of the commandant of the yard, or to the Secretary of the Navy?

Answer. I do not.

Question. Were any complaints made within your knowledge?

Answer. No, sir.

Question. I do not know as I fully understand your testimony upon one point. Do you mean to say that it was generally understood in the yard that the places of the men under the various master workmen were to be equally divided among the different members of Congress?

Answer. Yes, sir.

Question. Now, then, if a man was already in the yard, appointed upon the recommendation of a certain member of Congress, did you feel at liberty to discharge that man?

Answer. No, sir; not as long as he did his work well and properly.

Question. I understood you to say that these testimonials of which you speak were sometimes extorted from the men by fear of being discharged if they did not contribute to them. Did the members of Congress have anything to do with these testimonials?

Answer. I do not know anything about that.

Question. Well, if a man could not be discharged without the consent of the member of Congress upon whose recommendation he was appointed, how could a master workman discharge him for refusing to contribute to a testimonial?

Answer. Oh, that was looked upon as a different thing. If a man was appointed upon the recommendation of a member of Congress, as long as he suited the master workman he kept him. If he did not suit him, he would discharge him without reference to the member of Congress.

Question. Do you say that you were appointed upon the recommendation of Mr. Clark because, as he said, it would save him a great deal of trouble?

Answer. Yes, sir.

Question. What did he mean by that?

Answer. He meant that it would prevent him from being annoyed by so many parties coming to him to seek places in the yard, for they would come to me instead. There were a great many poor men in his district who would go to his house seeking employment.

Question. Then he intended to disconnect himself from this matter, did he?

Answer. Yes, sir.

By Mr. Groesbeck:

Question. Did he leave all that to you?

Answer. Yes, sir.

Question. You have stated that Mr. Berry was turned out during the Lecompton times, and that Mr. Turner was appointed in his place—were you Lecompton or anti-Lecompton yourself?

Answer. I was anti-Lecompton.

Question. Were you turned out on account of that?

Answer. No, sir; I did not give them an opportunity to turn me out.

Question. Then you resigned after that controversy was over, did you?

Answer. Yes, sir. I occupied such a position in the democratic party that I had some influence. I wanted to use my influence for the renomination of Mr. Clark, and I knew if I did so and still remained in the yard I would subject myself to being removed. Rather than that I thought I would leave myself.

Question. Were you an out-spoken anti-Lecompton man while you were in the yard?

Answer. Yes, sir; although I have voted in general committee for some resolutions endorsing Mr. Buchanan's course.

By Mr. Ready:

Question. When were you appointed?

Answer. In September, 1857.

Question. Had this Lecompton and anti-Lecompton issue arisen then?

Answer. I think not.

ALEXANDER WARD.

No. 10.—TESTIMONY OF LEWIS W. BERRY, NEW YORK.

JANUARY 28, 1859.

LEWIS W. BERRY called and examined.

By the Chairman:

Question. Have you ever been employed in the navy yard at Brooklyn?

Answer. Yes, sir.

Question. When?

Answer. I commenced under President Pierce's administration, and was very near a year under President Buchanan.

Question. Did you commence with Mr. Pierce's administration?

Answer. Yes, sir; I was there nearly five years, within a month or so?

Question. In what capacity?

Answer. As master painter.

Question. Who was your successor?

Answer. William Turner.

Question. Was he appointed at the time you were removed?

Answer. Yes, sir.

Question. What notice did you receive of the cause of your removal?

Answer. None at all, except that my services were no longer required.

Question. I would ask whether the master workmen in the Brooklyn

navy yard are selected on account of their fitness and capacity; and if not, what then influences their selection?

Answer. I suppose the greatest influence they can bring to bear is political influence, with their mechanical qualifications.

Question. Upon whose recommendation are they appointed?

Answer. Upon the recommendations of the representatives of the districts from which they come.

Question. Are these offices divided out among the members of Congress?

Answer. There has been considerable squabbling about it. In the first place the appointments were divided between two representatives—the one from Mr. Maclay's district, and the other from Mr. Taylor's district. It appears that they would not agree upon the appointments this last time, as I understand it, and that gave every member of Congress from the New York delegation a chance to step in and divide up the appointments to suit themselves.

Question. What caused the difficulty about these appointments?

Answer. I do not know.

Question. In whatever division was made, who had the nomination of master painter?

Answer. I do not know. It was a long time before I was removed. Most of the master workmen were removed before I was. It was supposed that I would stay there on account of being recommended from the army. I had served during the Mexican war, and the Secretary had said he thought I ought not to be removed, on the ground that all who had served during the Mexican war were entitled to places under the government.

Question. Upon whose recommendation was your successor appointed?

Answer. I have heard that it was on the recommendation of John A. Searing; but I do not know positively anything about it.

Question. Do you know of any corruption or fraud existing in the administration of the navy yard in Brooklyn?

Answer. I do think I know of fraud committed in this way: imposing men upon the master workmen who are not good workmen, and threatening that if they did not employ them they should be removed.

Question. When was that done?

Answer. It was done while I was there.

Question. By whom were these threats made?

Answer. John Kelly, of New York, made that threat.

Question. State the circumstances under which it was made, and what gave rise to it?

Answer. It arose in this way: There was a man working in my department who was a drunkard. Now, I thought a great deal of Mr. Kelly. He appeared to be very much of a gentleman, and I felt disposed to do what I could to oblige him. I therefore warned this man that he must behave himself, or I could not employ him. At last I was forced to discharge him. He would continue to get drunk, and would lay for three hours at a time in my office in a rum fit, and

I therefore discharged him. Mr. Kelly told me he wanted me to take him on again. I told Mr. Kelly I could not employ any such man as he was; that he had disgraced himself, and was a disgrace to my department. Mr. Kelly said he could not help that, but that the man must go to work there again. I told him I could not employ him again. Said he, "You may set it down as a fact that I will have you removed if I can, if you don't put that man on again." I told him that I did not care two snaps of my finger about remaining; that I really thought it would be a relief to me to get out of the place.

Question. How long was this before your removal?

Answer. Two or three months, perhaps.

Question. Do you know of any other cases of interference by members of Congress?

Answer. Mr. Kelly sent the master stonecutter to me to tell me that if I did not employ this man I should be removed.

Question. Do you know of any other cases of fraud, corruption, or interference?

Answer. I do not know as I do. We are frequently interfered with in regard to taking on men, threatened, &c.; but I do not know as we can call that fraud altogether.

Question. By whom have you been interfered with?

Answer. I had a letter from Mr. Haskins to that effect, I think; I will not be positive about that.

Question. Where is that letter now?

Answer. I do not know. My papers are in Brooklyn. I think, however, that Mr. George Taylor has that letter. I think I gave it to him, and asked him what he thought of it.

Question. Have you been in the navy yard at any time since your removal?

Answer. I believe I was in there once, some month or two after my removal, merely to see a friend.

Question. Do you know anything about whether, after you were removed, any property of the government in the navy yard was misapplied?

Answer. Only from rumor; nothing from my own knowledge.

Question. Upon whose recommendation were workmen in the navy yard appointed?

Answer. Of members of Congress, principally; occasionally upon the recommendation of other influential men.

Question. What were the character and fitness of men recommended by members of Congress?

Answer. About two-thirds of them were unfit. They were what we call scrub mechanics. The better class of mechanics would not stoop so low as to ask a letter from a member of Congress; they thought their mechanical skill and qualifications ought to recommend them.

Question. Did you exercise the power of removing them?

Answer. I did; thereby incurring their displeasure for doing so.

Question. After the removal of any men, upon whose recommendation did you appoint others?

Answer. Perhaps I would select them myself.

Question. Did you have the power of selecting them?

Answer. Yes, sir. I will say that I do not pretend to accuse all members of Congress of this thing. There were some members of Congress who were very willing to have me exercise my own judgment as to the fitness of the men they sent to me. Mr. Searing has told me that if he ever sent me anybody that was not competent, not to appoint him; that he did not wish to impose upon me. I will say that much for him, though he did get me removed, and another put in my place.

Question. Were you ever requested to employ men in the navy yard when you did not need them, and when there was no work for them?

Answer. Yes, sir.

Question. What would you do in such cases?

Answer. I would not give them employment because I had none to give them.

Question. Taking the class of workmen employed in your yard, can they do as much work as workmen employed by private persons?

Answer. No, sir.

Question. What proportion would they do?

Answer. I think they would do about two-thirds as much. There would be cases where they would do fully as much, but not upon the general average, unless they were hurried up.

Question. What was the reason of that?

Answer. They did not calculate to work quite so hard in the yard as they would outside, as there was not so much driving work in the yard. Generally outside there was so much competition, and they would take the work at so low prices, that they had to drive their men to make anything. At least, I found it so when I was doing work outside.

Question. Was there any other reason?

Answer. I do not know as there was.

Question. Why was work in the navy yard so much sought for?

Answer. I suppose because it was more steady the year round and the pay was always sure.

Question. How many workmen were necessary in the painting department of the Brooklyn navy yard to do the ordinary business of the yard?

Answer. I could not say.

Question. How many did you employ while you were there?

Answer. It would be hard for me to make a calculation. I suppose on an average that I had twenty-five men the year round. But this is merely guess work; the number varied somewhat.

Question. Do you know the number that were employed during the last fall?

Answer. I have heard it. I have asked the men when I met them, and they generally told me.

Question. Have you been in the yard much since you were discharged?

Answer. Only once or twice.

By Mr. Bocock:

Question. Upon whose recommendation were you appointed?

Answer. Upon the recommendations of Thomas Cummings, representative in Congress from Brooklyn in 1853, and General Joseph Lane, now of Oregon.

By Mr. Groesbeck:

Question. Did you apply for the place?

Answer. Yes, sir.

By Mr. Bocock:

Question. Were you subjected to any examination as to your mechanical skill?

Answer. No, sir; but that has been the rule adopted since. I went through a sort of examination before the naval constructor, in his own way; but it was not a full examination.

Question. Was Mr. Turner, your successor, examined?

Answer. I have heard that he was.

Question. When you were in the navy yard did you employ any men under you, who were not fit or competent, on account of any recommendation from members of Congress?

Answer. Not if I found it out; I frequently employed strangers whom I did not know.

Question. Did you subject the workmen employed under you to any preliminary examination as to their skill before employing them?

Answer. No, sir; I could not.

Question. When a man presented himself as an applicant for work, under you as master painter, how did you satisfy yourself about his fitness?

Answer. I made out a requisition for him and set him to work, and if he did not answer, I would knock him off. That was the usual way outside, and the way we managed inside. But then as soon as I see a man take hold of a brush I can tell whether he is used to handling it.

Question. You say that it was customary to appoint men upon the recommendation of members of Congress. Do you mean to say that a man would be put in merely because a member of Congress recommended him, without any reference to his qualifications?

Answer. I think that has been done.

Question. Do you know of any case where an incompetent man was retained after he was found to be incompetent?

Answer. I can not say with regard to the departments. I know nothing except in regard to my own department.

Question. Were any incompetent men recommended to you?

Answer. Yes, sir.

Question. By members of Congress?

Answer. Yes, sir.

Question. By whom?

Answer. John Kelly sent me one.

Question. What was the name of the man sent?

Answer. His name was Kelly, too; I understood that he was somewhat related to John Kelly. I discharged him after I found out he was incompetent, and Mr. Kelly came the next day and blew me up

for doing so. I told him I would not employ any man who did not understand his business.

Question. Was your removal in any way connected with the difference between you and Mr. Kelly?

Answer. I cannot say of my own knowledge; I only know what was said. I suppose he was as good as his word, as he said he would get me turned out. When I came on to Washington afterwards I thanked him for being as good as his word.

Question. What did he say to that?

Answer. He did not say much about it.

Question. If he is a man of his word how came he to recommend a man to you as a painter who was not a painter?

Answer. I suppose he took the man's word for it; there are times when men are imposed upon; but they should not find fault with master mechanics for rejecting them, for they are judges and ought to be able to tell whether they are good workmen or not.

Question. You say that you discharged a man when you found he was incompetent?

Answer. Yes, sir.

Question. Without reference to the sanction of any body else?

Answer. Yes, sir; I discharged him forthwith.

Question. I thought it was the custom in the yard to report the names of such men to the naval constructor and to the commandant of the yard for their sanction and approval; is not that so?

Answer. Yes, sir; that is so; I would make out the discharge and it would go before those officers, but they always approved. They were very good officers in this yard, especially the naval constructor.

Question. Were the commandants of the yard always faithful men?

Answer. Yes, sir.

Question. How about the naval constructor?

Answer. He is a very nice man, indeed, who always studies the interest of the government all the time.

Question. What is his name?

Answer. Benjamin F. Delano.

By Mr. Groesbeck:

Question. I understood you to say that Mr. Kelly recommended persons to you who were not qualified; you mentioned two instances. Is that correct?

Answer. Yes, sir; I suppose I could mention half a dozen instances altogether. Somehow or other, his district seemed to be infested with that kind of men.

Question. Did you take them if they were not qualified?

Answer. I had to take them until I found out what they were. I have had men sent to me as first class mechanics, who were not more than third rate mechanics. As soon as I found out what they were, I rated them where I thought they belonged.

Question. I understood you to say that you discharged at once, "forthwith," all those you found were incompetent?

Answer. I did, sir.

Question. Then I want you to tell me whether you did not have

fair and good work done under your department in that yard?

Answer. Yes, sir.

Question. And did you not also say that your men did as much work in the yard as mechanics outside were accustomed to do?

Answer. No, sir; they did not.

Question. You say they were good men, for you discharged those who were incompetent?

Answer. Yes, sir; that was so.

Question. Then why was it that they did not do good work in the yard?

Answer. They did. I think we have better work in the yard than is done outside generally; we take more pains with it.

Question. Then they do good work in the navy yard?

Answer. Yes, sir; they do good work, the best of work there.

Question. Then there is no objection either to the character or to the amount of work done in your department?

Answer. I do not think there is. It appeared to give satisfaction all round.

Question. Did Mr. Kelly ever make any threats to you, except in the case of this man who you say was in the habit of getting drunk?

Answer. No, sir, nothing more than what I have stated.

Question. You say that Mr. Searing told you not to employ any man he recommended, if he was incompetent?

Answer. Yes, sir; and other members of Congress told me so.

Question. Now, I want to inquire whether you say, in the way of complaint, that you were imposed upon by members of Congress in recommending improper men to you?

Answer. I do think I was imposed upon. I think it was lowering the position of a member of Congress to threaten a master workman that he would remove him if he did not employ a drunken workman.

Question. You refer to that single instance, do you?

Answer. Yes, sir.

Question. Were you imposed upon by any other members?

Answer. I cannot say that I was.

Question. Were you always careful to retain only those who were competent?

Answer. Yes, sir; I would always do that. I was put there to do my duty, and I would do it if I knew I was to be removed for it the next moment.

By Mr. Bocock:

Question. You say that the number of men employed under you varied according to the amount of work you had to do.

Answer. Yes, sir.

Question. How large a number was the greatest number of men you ever had employed there?

Answer. I cannot tell.

Question. Can you not make something like an estimate?

Answer. I might come somewhere near it.

Question. How many do you think you may have had at any one time?

Answer. I think I have had in the neighborhood of one hundred men at a time.

Question. Do you know how many men were employed in the yard last fall, when they were engaged in fitting out the Paraguay expedition?

Answer. Only from hearsay.

Question. Have you ever been engaged in the business of painting outside of the navy yard?

Answer. Yes, sir, all my life.

Question. Has it been your habit to employ workmen under you?

Answer. Yes, sir.

Question. Did you take them sometimes upon the recommendation of others?

Answer. Yes, sir.

Question. Did you ever find that the recommendations of persons in regard to the fitness of these men were incorrect?

Answer. Yes, sir, I have found it so; but it is very seldom that such is the case outside of the navy yard. When outside parties recommend a man, he is pretty sure to be a good man, though they will "soger" sometimes, as the saying is.

Question. Is it not the case outside of the navy yard that men come to you bearing recommendations from outside parties, and still they turn out not altogether what they are recommended to be?

Answer. We employ them then but a very short time; it will not do to keep that class of men, for competition is too great outside.

By Mr. Groesbeck:

Question. I understood you to say that work would sometimes get slack in the yard; that there would not be work enough to employ the men. Were they not sometimes overworked, more than would be a usual day's work?

Answer. Yes, sir.

By the Chairman:

Question. Were they paid extra for over work?

Answer. Yes, sir; I have had them work sometimes very hard, just as hard as they could drive, when we had to get a ship off, for instance.

By Mr. Groesbeck:

Question. Is it not sometimes necessary, even during the usual laboring hours of the day, to push them harder than you would at other times?

Answer. Yes, sir; I have worked them in that navy yard harder than I have worked men outside. I have done that when I did not wish to take extra men on just for one or two days, and then discharge them again.

Question. I understood you to say that the yard was well officered.

Answer. I did say so, and I think that all who were employed there would bear me out in saying so.

Question. And the work in your department was well done.

Answer. Yes, sir.

By the Chairman:

Question. Were Commodore Kearney and Captain Rootes there at the time you were there?

Answer. Yes, sir.

By Mr. Bocock:

Question. Who were there when you first went into the yard?

Answer. Commodore Boorman and Captain Hudson.

By Mr. Groesbeck:

Question. When did you leave the yard?

Answer. About ten months ago, I think.

By Mr. Bocock:

Question. Was there any stealing of the paints or other stores of the government while you were in charge of the painters' department?

Answer. No, sir; not that I knew of.

Question. Was any instance brought to your attention that the public property was squandered or devoted to private uses?

Answer. No, sir: they could not take anything well there.

Question. Were the paints taken in that way?

Answer. No, sir. There was a man kept there to watch the shop all the time. He was rated about the same as a second class painter, and got some two shillings a day more than the ordinary laborers got. He was required to have some knowledge of mixing paints. He was what was called the shopman. There are a couple of men who are employed in the painters' department who do not rate as painters. We are allowed one or two laborers in our department. We always have one to drive the paint mill, and generally pay him pretty good wages, because it is a very unhealthy business, standing over the paint all the time; and they do not live a great while. And we sometimes found it very difficult to get a man to attend to the business. I think I, myself, raised the wages paid that man, because it was so difficult to get any one to attend to that department.

Question. Were you ever requested to turn out a man on account of his politics?

Answer. No, sir. It appears to me, too, that I recollect something of that kind, but who the parties were I do not now recollect.

Question. Who requested you to do it?

Answer. I do not remember.

Question. Did you turn the men out?

Answer. No, sir, I believe not; but I believe I discharged them the next time I had occasion to discharge any afterwards; if I had been imposed upon in relation to the politics of the men when I had taken them on, I would have discharged them, because I would employ none but democrats; if I knew an applicant was not a democrat I would not employ him.

Question. Would you give the preference to a democrat who was not competent over one of the other side who was competent?

Answer. No, sir, I did not say that.

Question. Do you mean to say that of two men equally competent you would give the preference to the democrat?

Answer. Yes, sir, that is what I mean. I considered it my duty to

employ none but democrats, as I was put in there under a democratic administration. They did so when the other party was in power. When the whigs had charge of the yard no democrat could hardly get work there. There are exceptions once in a while. When we were in a hurry some of these men would get in, but we could not tell about them at that time.

By Mr. Ritchie:

Question. Are you sure that was done in the yard under the whig administration?

Answer. Yes, sir, I lived just outside the navy yard and know about it.

Question. Do you know anything except from hearsay or from rumor?

Answer. I heard it from the men who could not get employment there because they were democrats.

By Mr. Groesbeck:

Question. Was the Brooklyn navy yard well or badly managed up to the time of your discharge?

Answer. I think it was very well managed.

JANUARY 31, 1859.

LEWIS W. BERRY recalled.

By the Chairman:

Question. I will ask whether you received any testimonial from the workmen while you were in the yard?

Answer. Yes, sir; I did.

Question. What was it?

Answer. A watch. I have it here with me. [The watch was shown.]

Question. Do you know the cost of it?

Answer. I believe it cost a hundred dollars.

Question. I will ask you whether it was a general habit in the navy yard for the masters to receive testimonials from the workmen?

Answer. Yes, sir; it had been done so previously for years and years under former administrations; but I was in for nearly three years before I received this. I think I was one of the last ones who received one, and this was got up unbeknown to me. I objected to receiving it at first.

LEWIS W. BERRY.

No. 11.—TESTIMONY OF MICHAEL REILLY, NEW YORK.

JANUARY 28, 1859.

MICHAEL REILLY called and examined.

By the Chairman:

Question. Were you ever employed in the navy yard in Brooklyn?

Answer. Yes, sir.

Question. In what capacity?

Answer. As a workman, doing the duties of a clerk in the smiths' department.

Question. For how long?

Answer. For nearly twenty years. From the 21st of July, 1834, to the 28th of September, 1853, excepting a very short interval when there was nothing to do.

Question. Where have you resided since that time?

Answer. In Brooklyn.

Question. How frequently have you been in the navy yard or about it since your discharge?

Answer. Very seldom.

Question. Who was the master workman of the blacksmiths' department when you left?

Answer. Mr. Merrifield.

Question. Is he master workman there now?

Answer. Yes, sir.

Question. What was the mode of obtaining supplies in the smiths' department while you were there?

Answer. Every year we generally made an estimate of what we would require, and then contracts were advertised for, and we received the articles under these contracts as they were required. It was not binding upon us, so far as I understood, to take all that we estimated for; but when we required anything the contractor was to furnish the article at the price agreed upon in the contract.

Question. When you wanted an article not embraced in a contract how did you then obtain it?

Answer. We would try to get it of some one at the cheapest rate we could.

Question. How was it generally got?

Answer. Before Mr. Merrifield's time the way we used to do was this: Commodore Renshaw was there, and the master used to send me to different places to buy what was wanted.

Question. After Mr. Merrifield came there how was it?

Answer. We used to get everything on open purchase from George Glazier. I do not know how it has been since I left.

Question. Were the articles purchased by open purchase at higher or lower rates than those purchased by contract?

Answer. Always at a tremendous rate higher.

Question. What was the rate at which you usually purchased iron on contract?

Answer. It was $3\frac{1}{2}$ cents a pound in 1853.

Question. What was paid for it by open purchase?

Answer. We paid $5\frac{1}{4}$ cents a pound, so I have given.

Question. Do you know of cases where iron was bought on open purchase at five and a quarter cents a pound similar to iron furnished by contract at three and a half cents a pound?

Answer. Yes, sir, I know of that.

Question. Were "bellows" included in the contract for articles for the smiths' department?

Answer. No, sir.

Question. Do you know of any cases where bellows were purchased at a much higher than a fair and reasonable rate?

Answer. Yes, sir; we have bought them and paid for them double the amount they could have been bought for.

Question. How much was charged for them at open purchase?

Answer. Seventy-five dollars each; or one hundred and fifty dollars for two of them.

Question. What could they have been bought for?

Answer. Another manufacturer offered to furnish them for \$65—one of them for \$30 and the other \$35—making a difference of the balance between \$65 and \$150.

Question. Was the contract you made for iron ever evaded in any way?

Answer. Yes, sir.

Question. How could that be done?

Answer. It is very easy to call for a size that is not in the contract, say one-sixteenth of an inch different in some way, which amounts to very little in regard to the strength of the work. The contract is made for different sizes of the best American iron. If there is anything called for that is not down in this contract, that differs from it to the smallest extent, then it can be bought at open purchase. The master mechanic is at liberty to call for whatever size he pleases, as he is supposed to be better able to judge of the size and strength of iron desired than any one else about the yard can be.

Question. If the contractor agrees to furnish iron, say three inches wide and five-eighths of an inch thick, any difference, of the sixteenth of an inch, in the width or in the thickness of the iron would throw it out of the contract, and then it could be bought on open purchase. Is that what you mean?

Answer. Yes, sir.

Question. Do you know of cases where a slight change has been made just for the purpose of getting out of the contract?

Answer. I know where such changes have been made, but I could not swear that it was intended for that special purpose.

Question. Do you know of any case where a slight variation in the dimensions was made, thus requiring the material to be furnished by open purchase?

Answer. Yes, sir; there were 2,000 pounds of iron required for hooping the spars of the frigate Congress; of this amount 1,835 pounds were bought on open purchase.

Question. What was the contract price for iron at that time?

Answer. It was $3\frac{1}{2}$ cents per pound.

Question. What was paid for these 1,835 pounds?

Answer. Five and a quarter cents per pound.

Question. From whom were these purchases on open purchase made after Mr. Merrifield came in?

Answer. From George Glazier.

Question. What business was he engaged in?

Answer. He kept a hardware store—what we call a ship chandlery.

Question. Were any purchases made of any one else on open purchase?

Answer. No, sir; not that I know of. I was not long there after that.

Question. Is Mr. Glazier now in that business?

Answer. No, sir; the last time I saw him he was in the custom-house.

Question. Do you know of any other mode of evading contracts practiced in the navy yards?

Answer. There is no other way I know of except to call for that not included in the contract when that which is included will do just as well.

Question. You said that you would pay higher for articles bought on open purchase than you would pay under contract; would you pay higher than would be charged to private citizens?

Answer. That I cannot tell.

Question. Do you know whether or not there was a habit in the navy yard of drawing pay for time when men were not at work?

Answer. I know nothing of that myself.

Question. Do you know of any cases where the property of the government has been taken for private use?

Answer. Not to my own knowledge.

Question. Do you know whether any of the workmen or of the officers in the navy yard had any interest in these purchases by open purchase?

Answer. I could not swear to that, because they would not let me into that secret, of course.

Question. What were the relations subsisting between Mr. Merrifield and Mr. Glazier?

Answer. I do not know, except that they lived close together, and Mr. Glazier helped to get Mr. Merrifield into the navy yard, so Mr. Merrifield told me, and he also said that he was determined to do all he could to help Mr. Glazier while he was in there.

Question. When were the appointments of master workmen first made by the Secretary of the Navy?

Answer. The first time I ever knew was by Secretary Henshaw.

Question. Previous to that time who appointed them?

Answer. I think the commandant of the yard recommended them to the Board of Naval Commissioners.

By Mr. Groesbeck:

Question. Were they appointed by the department before that time?

Answer. Not to my knowledge.

By Mr. Bocock:

Question. Is there any officer in the yard whose duty it is to inspect articles bought by open purchase, to see whether they are good, and exceed in price the same kind of articles elsewhere?

Answer. I believe there is, because Lieutenant Glenn, who is now reinstated, told me that while he was inspecting officer some bagging came in to which he objected because it was of bad material, and the man who furnished it got into loggerheads with him about it, and he came very near being removed.

By Mr. Ready:

Question. Where do you live, and what is your present occupation?

Answer. I live in Brooklyn; I have no occupation at present; I have been a bookkeeper in the custom-house, but have been removed.

By Mr. Bocock:

Question. What are your politics?

Answer. I am a democrat.

Question. Have you always been a democrat?

Answer. Yes, sir; I voted for General Jackson; I have never voted for any but a democratic President, or for a democratic candidate for President.

Question. When were you removed from the custom-house?

Answer. On the 7th of August, 1858.

Question. This malpractice that you speak of as having occurred in the navy yard, did you ever bring it to the attention of the Secretary of the Navy?

Answer. No, sir.

JANUARY 31, 1859.

MICHAEL REILLY recalled.

By the Chairman:

Question. Was any levy made upon the officers of the government in New York City for election purposes?

Answer. Yes, sir.

Question. How much?

Answer. I was taxed \$20; Mr. C. C. Contrel was the collector on the part of the democratic committee to obtain these assessments.

Question. How much was your salary?

Answer. It was \$1,100 a year.

Question. Have you the paper making the levy on you for this tax?

Answer. I furnished it to a member of this committee. (See appendix "A" to this deposition.)

Question. Did you pay this tax?

Answer. I refused to pay it, and did not pay it.

Question. What was the result?

Answer. I was removed; from what cause I cannot tell.

Question. Were any accusations made against you?

Answer. No, sir; I had certificates of good character given to me by the collector, &c.

Question. Is this paper the ordinary form of a requisition? (See appendix "B" to this deposition.)

Answer. Yes, sir.

Question. State which of the articles on this requisition were to be purchased upon open contract?

Answer. Eight dozen were to be by open purchase, and five dozen by contract.

Question. This requisition is for files from 9 to 14 inches in length?

Answer. Yes, sir. This is merely to show the manner in which contracts can be evaded by calling for articles not embraced in the contracts.

Question. Were the articles called for here by open purchase obtained in that way?

Answer. No, sir; this requisition was sent back, and we were directed to make out a requisition for articles in the contract. This will merely show the manner adopted to evade contracts.

MICHAEL REILLY.

“B.”

No. 739.]

UNITED STATES NAVY YARD,
New York, August 13, 1853.

There is required under the appropriation for contingent for smiths' department—

Bureau of Yards and Docks—

- 1 dozen of 14-inch flat bastard files; Ludlam.
- 1 dozen of 14-inch half round files; Ludlam.
- 1 dozen of 13-inch half round files; 12-inch.
- 1 dozen of 13-inch flat round files; 12-inch.
- 1 dozen of 12-inch flat round files; Ludlam.
- 1 dozen of 12-inch half round files; Ludlam.
- 1 dozen of 11-inch half round files; 10-inch.
- 1 dozen of 11-inch flat files; 10-inch.
- 1 dozen of 9-inch flat files; 8-inch.
- 1 dozen of 9-inch half round files; 8-inch.
- 1 dozen of 13-inch half smooth files; X.
- 1 dozen of 13-inch flat smooth files; 12-inch.
- 1 dozen of 14-inch rat-tail bastard files; Ludlam.

13-inch not on contract.

11-inch not on contract.

9-inch not on contract.

8 dozen not on contract.

5 on contract.

WILLIAM MERRIFIELD, *M. B. S.*

B. F. DELANO, *M. C.*

Approved :

CHAS. BOARMAN, *Commandant.*

Received from Daniel E. Delavan, naval storekeeper, the above named articles.

N. B. LUDLAM, *Contractor.*

Figures not open purchase.

“A.”

DEMOCRATIC REPUBLICAN GENERAL COMMITTEE OF THE CITY OF BROOKLYN.

BROOKLYN,

1856.

SIR: Your assessment by the above committee for the office of clerk is twenty dollars.

N. B.—You will at once perceive the necessity of settling the same

immediately, in order to defray the expenses of printing, &c., preparatory to the coming election.

DAVID C. AITKEN, *Chairman.*

WM. M. IRONSIDES, *Secretary.*

WM. H. PECK, *Ch'man Finance Com.*

JAMES SHARKEY, *Sec'y Finance Com.*

C. C. CONTRELL, *Collector.*

Mr. RILEY, *W. H. Register's Office.*

No. 12.—JOSEPH SMITH, NAVY DEPARTMENT.

JANUARY 29, 1859.

JOSEPH SMITH called and examined.

By the Chairman :

Question. What is your present official position ?

Answer. I am chief of the Bureau of Yards and Docks.

Question. How many bureaus are there in the Navy Department in Washington ?

Answer. There are five.

Question. Will you please name them ?

Answer. Bureau of Yards and Docks ; Bureau of Construction, Equipment, and Repairs ; Bureau of Ordnance and Hydrography ; Bureau of Medicine and Surgery ; and Bureau of Provisions and Clothing.

Question. Are you at the head of the Bureau of Yards and Docks ?

Answer. Yes, sir.

Question. When was this organization of the Navy Department commenced ?

Answer. In 1842, I believe, under the law of that year.

Question. Prior to that time what was the organization of the Navy Department ?

Answer. There was a board of naval commissioners, composed of three captains in the navy, under the law of 1815, I think—the law of 7th of February, 1815.

Question. What are the functions of the Bureau of Yards and Docks ?

Answer. They are placed in charge of all improvements in navy yards, machinery of the yards, and the rolls of the workmen have been returned to the Bureau of Yards and Docks since 1846.

Question. What is the amount of estimates for expenditures for the next fiscal year ?

Answer. The amount is \$3,273,711 ; the details of which are given upon page 211 of the printed estimates for the Navy Department. These estimates embrace not only improvements of yards and docks, but improvements for the ordnance department, magazines, &c. ; all relating to ordnance buildings. Because these are located within or near the yard, the estimates are submitted by the Bureau of Yards and Docks.

Question. Please furnish a table of the annual expenditures of the Bureau of Yards and Docks since its organization ?

Answer. [See Appendix "A" to this deposition.]

Question. How much of the amount you have stated as the esti-

mates for the next fiscal year is for improvements in yards and docks?

Answer. \$2,001,827.

Question. Upon what basis do you make up the estimates for these improvements?

Answer. We call upon the authorities of the several yards to state what they consider to be necessary for the improvement of their respective yards for the next fiscal year. Then the chief of the Bureau of Yards and Docks examines these items and reduces them down to what he considers to be absolutely necessary; then he submits it to the Secretary of the Navy, and he reduces them; then it is submitted to Congress, and the Committee of Ways and Means reduces them again.

Question. Upon what pages in the printed estimates are the details for these estimated improvements to be found?

Answer. On pages 223, 224, 225, and 226.

Question. How is work in yards generally done? By contract or by days' work?

Answer. The most of it is by days' work.

Question. Is any of it done by contract?

Answer. Sometimes we lay brick by contract; and we do the filling in with earth, &c., by contract.

Question. What further work do you give out by contract.

Answer. Sometimes if we have a piece of work to do like piling a piece of ground for a building, we put it out by contract. But the most of the work is done by days' work.

Question. Please examine the estimates for the New York yard, and say which of the items in that estimate would probably be done by days' work and which by contract?

Answer. The filling in of the new purchase would be done by contract; probably the boilers for the new boiler-house would be done by contract; but they might not be, for if we could do it as well and as cheaply in the yard we should probably do it there; some of the machinery, perhaps, would be done by contract, if Congress should appropriate this money; but in some of the yards we make a considerable part of the machinery used there. I do not see anything else that it is likely would be done by contract.

Question. The balance would be done by days' work?

Answer. Yes, sir.

Question. Who designates what shall be done by contract and what by days' work?

Answer. The Bureau of Yards and Docks, under the direction of the Secretary of the Navy, would generally do it.

Question. What contracts have been given out in the New York navy yard during the last year or two for improvements; say since the 4th of March, 1857?

Answer. I know of but three; one was piling the marine barrack ground; one for reservoir, and the other was for filling in new purchase; two of these contracts were for material and labor, and one for labor alone. I suppose we have made fifty contracts for materials; we are obliged to advertise for them, and take the lowest bid. In this matter of filling we also advertised, and took the lowest bidder. And

this last year, 1858, we also advertised the piling this ground for the marine barracks, and that was done by contract. I do not think there was any work done besides that by contract. I do not remember whether last year I did so, but sometimes I advise the commandant of the yard to job out work by contract. He may have put out such work as this, for instance, in building a store, he might say to the engineer, "you will lay the brick of this building by contract," that is at so much a thousand; sometimes that is done; sometimes it is ordered by the bureau; sometimes it may have been done by the commandant of the yard, but I do not now remember any instance that it was done in that way.

Question. Then, if I understand it, this item we are now speaking of is simply for improvements, not for the repairing and equipment of vessels?

Answer. I have nothing to do with the vessels; I have everything to do with the docks, and all the improvements that belong to the navy yards, exclusively, such as docks, wharves, stores, shops, ordnance buildings, and preparations for the reception of ordnance and its protection.

Question. You say that the materials for the navy yards are furnished by contract; is not a portion of them obtained by open purchase?

Answer. Yes, sir, it is very often the case that emergencies arise in the navy yards, when you are obliged to buy by open purchase. You cannot always foresee all that you may want. All the heavy articles, such as stone, brick, lumber, iron, and such things, are always advertised and contracted for; and then there are a thousand things in minutiae which I have found it necessary to include under a miscellaneous contract—that is, to contract with certain parties that they shall furnish, from time to time, certain articles, as they may be called for, and further provide that they shall deliver an excess of the quantities stated in the schedule, not exceeding a certain per centage in quantity.

Question. Still are there not articles which must be obtained upon open purchase?

Answer. Yes, sir.

Question. What is the proportion of articles obtained by open purchase and articles provided under contract?

Answer. I could not tell you, without an examination of bills. There are a great many articles obtained by open purchase.

Question. I would like to have you furnish me a table in detail, showing the amount of articles purchased upon open purchase and the amount upon contract?

Answer. I could not do that without referring to the records and the bills.

Question. Please prepare a table showing the amount of purchases under your bureau by contract and by open purchase since March, 1857?

Answer. [See Appendix B to this deposition.]

Question. Do you ever purchase any materials except for improvements in yards and docks?

Answer. No, sir. Sometimes there will be considerable differences in different years in the amounts obtained by open purchase. We do not know always what machinery we may want; for instance, we undertook to build a new engine for a sloop-of-war at Norfolk, and found that we wanted machinery that was indispensable, we had to buy it upon open purchase.

Question. Do you purchase no articles for vessels?

Answer. No, sir; I purchase various articles that come under the head of contingents; stationery, tools, &c., for yard purposes are all purchased under the Bureau of Yards and Docks, and used for general purposes.

Question. Who makes these purchases at open purchase?

Answer. The navy agent.

Question. Upon a requisition?

Answer. Yes, sir; always upon requisition made.

Question. What is the course pursued when an article is to be obtained by open purchase?

Answer. The constructing engineer is charged with all improvements in the yard. When any of the master workmen under him requires any material or tool, he makes a requisition for it, and takes that requisition to the engineer for approval. If he approves it, it is taken to the officer in command, the commandant of the yard, for his examination and approval. If he approves it he puts his name to it. It then goes to the naval storekeeper, who is the custodian of all these articles until they are given out for use. The naval storekeeper then makes a requisition upon the naval agent for this article, and this requisition has also to go to the commandant of the yard for his approval. If he approves it, it then receives his signature, and is taken to the navy agent, who purchases the article called for and sends it to the yard, and there the article undergoes an inspection. A bill is then made out, and the person who inspects the article certifies to the quality of the article. The naval storekeeper then signs a receipt for the article and receives it into the store. The commandant then approves the bill; it is handed over to the man who sells the article, or to his agent, and he takes it to the navy agent, where he is paid.

Question. The navy agent then purchases the article from whom he chooses?

Answer. If not embraced in a contract, he purchases it under an order, or he should purchase it under an order, from the Navy Department, issued by the Bureau of Yards and Docks, under the direction of the Secretary of the Navy, to ask the contractor who deals in the line of the article required what his price would be for it—any contractor who furnishes articles of the kind required under contract. For any article not embraced within the schedule of any contract, the navy agent ought and is directed to inquire of a contractor his price; also, to inquire of the contractor in another navy bureau if there is any who deals in the same line; and then he is required to ask the price of two other parties dealing in the same line. These are the instructions given to the navy agent; and then he is to take the lowest bid of all these dealers and furnish the article upon that requisition under these instructions.

Question. Do you not know that these orders are habitually disregarded, and that the naval agent buys where he chooses?

Answer. I have heard so. It has been reported to me (as chief of the Bureau of Yards and Docks) that the naval agent has not observed instructions in this respect.

Question. Do you know, from your official position, that such has been done?

Answer. No, sir, I do not know it. I have heard of it, and I have written to the navy agent in New York upon this subject.

Question. Please give a detailed statement of purchases made by open purchase by the navy agents in New York and Philadelphia since March 1, 1857.

[To this question the witness subsequently answered.]

Answer. To this question I am, as yet, unable to give the answer in detail as required, involving as it does a transcript of every bill on open purchase at the two navy yards named for the time specified. The amount of clerical labor required of the bureau is more than it can perform within some weeks.

Question. By whom were the complaints made that you have spoken of, against the navy agent in New York?

Answer. I think, as well as I remember, the commandant has written to the bureau upon the subject.

Question. Is that the present commandant?

Answer. No, sir; not the present one. He has only been there a short time.

Question. Has Commodore Kearny written about it?

Answer. I think not.

Question. When was that complaint made?

Answer. I do not remember when. I think the amount of the complaint from the commandant has been that articles appeared to be charged too high; but all that you will have in the record of copies of letters called for. I should not like to speak from memory.

Question. Who pays for these open purchases?

Answer. The navy agent makes the purchases.

Question. And the navy agent pays for them?

Answer. Yes, sir.

Question. Can you state about the amount of disbursements in New York for the year?

Answer. No, sir; I do not know what he pays for the other bureaus. I could not tell you either the amount for the Bureau of Yards and Docks, without reference to the record.

Question. Does he make all the payments for the navy yard?

Answer. Yes, sir; for all the purchases, but not for labor.

Question. What would be the aggregate; how many millions, as near as you could get at it?

Answer. I could not tell; I have not the means of answering that question.

By Mr. Groesbeck:

Question. Does not the book give it?

Answer. No, sir; the bills in the Treasury Department, the Fourth Auditor's office, show it.

By the Chairman :

Question. Who was the predecessor of the present navy agent ; was it Mr. Swackhamer ?

Answer. Yes, sir ; I think it was. This order that I spoke of extends back only a portion of the time of Mr. Swackhamer ; I cannot tell you the date, but when you get the correspondence called for you will get the date.

Question. You do not remember the time, but perhaps you can tell this : Was that order under the present Secretary or under his predecessor ?

Answer. I think it was under his predecessor. It is a suggestion that I made to the Secretary myself ; he told me to give the order, and I gave it, and he approved it. We always have more or less complaints from people who are anxious to furnish the government with articles for the use of the navy. They think one man furnishes too much ; and some will make a complaint on the ground that others ought to have a chance to furnish, too.

Question. I will ask you whether purchases by open purchase are not at a higher rate than purchases by contract ?

Answer. Yes, sir ; they generally are.

Question. How much higher—what per centage ?

Answer. I could not tell. I would not like to venture a conjecture.

Question. Have any charges been made of collusion between the storekeeper or the navy agent, and these venders, or either or any of them in your department—or I will ask you first in relation to the navy yard at New York ?

Answer. I do not remember any now ; I do not know but there may have been. I would not like to speak from memory, as I might err.

Question. Have there been any in regard to any other navy yards ?

Answer. Not that I recollect now ; but there have been complaints that purchases have been made from persons who, under the rule of the department about furnishing without competition, were not entitled to furnish under this circular that I spoke of.

Question. Such complaints are made ?

Answer. They have been made.

Question. Suppose there was an agreement or arrangement between the vender and the navy agent, is there any mode of detecting it ?

Answer. No, sir ; there is not.

Question. A contract might subsist between this vender and the navy agent, then, to give the agent a per centage on the purchases, and you think it could not be detected ?

Answer. I do not know of any way to detect it.

Question. One of the witnesses has stated something about an inquiry being made as to the amount of prices. Do you know anything about that, when the bills came in afterwards to the storekeeper, of an inquiry being made by the officer whether the prices were too high or too low ?

Answer. Yes, sir ; I have heard that such an inquiry was made.

Question. Is that a part of the regulations or orders of the department ?

Answer. The officer commanding I consider to be bound to see that the prices are correct. I hold that the duty of the commanding officer of a yard is to examine a bill himself, and not to approve it unless he knows or believes the price to be a fair price for the article.

Question. Is there any such rule or regulation making it his duty?

Answer. That is understood, I believe.

Question. But do you know whether this is done or not?

Answer. I suppose that the commandant of a yard might have a large pile of bills brought in to approve, and his attention might be called off by officers, and his time otherwise taken up, so that he might approve and sign these bills without scanning them very closely. But sometimes they are inquired into, I know, if the prices are very high. This has been a question raised pretty often by navy agents; it is an old question, as they have contended that the commandant of a yard had nothing to do with the prices, although the bill is paid upon his approval, and cannot be paid without it. As soon as it gets his signature, it passes current; it will pass at the bank sometimes, as security for a loan, after it receives the commandant's approval.

Question. You say that there has been a controversy upon this subject between commandants and navy agents?

Answer. I do. The question has arisen heretofore, but not lately, as to the accountability of the commandant with regard to the prices of articles. The navy agent says that he is appointed to make the purchase, and he is accountable for the price. But that idea I have contested, and say that the commandant's signature approves the bill in all respects; it cannot be paid without it, and therefore he should examine it himself, and see whether the price is a fair one.

Question. Has there been any division of that question by the Navy Department?

Answer. I do not know that there has; the question has been mooted.

Question. Do you not know that in practice it has been understood that the commandant's certificate only goes to the necessity of the article and the number of articles, and that the navy agent fixes the price and makes the purchase? Is not that the practice?

Answer. Certainly. The commandant approves the bill. He approves first the requisition, and afterwards, upon that requisition, as I have told you before the *modus operandi* of receiving articles, he approves the bill; the bill having been first certified by the officer under whom the article is inspected, the engineer, for instance, or the naval constructor. The master blacksmith, I will suppose, is called to inspect a piece of iron, and see that it is good iron, on which men's lives can safely be trusted at sea; for in many cases men have to peril their lives on spars and rigging in a ship, when their safety depends on the quality of the iron. The master blacksmith then puts the iron under inspection, and if he approves it he certifies that the article is good, and then the commandant approves the bill.

Question. Do you know who is the surety of the navy agent in New York?

Answer. No, sir ; I never saw the bond. I have heard that it was Mr. Secor.

Question. Can you furnish me with a copy of the bond ?

Answer. No, sir ; it does not come to me ; it goes to the Secretary.

By Mr. Bocock:

Question. I don't know that I understood you distinctly upon the subject of fixing the prices of articles bought in open market. Do you know who does fix the price of articles bought in open market ?

Answer. The man who sells them fixes the price.

Question. Who fixes the price for the government ?

Answer. The navy agent.

Question. Do you know that to be the case practically ?

Answer. The commandant's signature ought to control the price; for when he approves it, then the bill passes.

Question. I do not understand what you say in relation to the subject-matter of approval. When he approves, does he approve the soundness of the article and the price, or one or the other ?

Answer. I consider that he approves the kind and the amount of article; that he approves of the inspection that the article has been examined properly; and he approves that the article has been delivered, and he approves the price.

Question. And if the price was too high he ought not to approve it ?

Answer. He ought not to. That is my idea of his duty; but, as I tell you, the question has arisen between commandants and navy agents on that very point.

By the Chairman:

Question. I want to get you, when you come back and undergo an additional examination, to be able to state to us when that question arose, and what has been the decision of the department upon it.

Answer. That I do not believe I could tell you ; it is an old question, and has been brought up almost every four years in former periods.

By Mr. Ritchie:

Question. When you see the approval of the commandant of the yard upon a bill, do you consider that in your department a certificate that the prices in that bill are those that are customary in the New York market ?

Answer. I do not always consider it so, because sometimes I make inquiries to know if too high a price has not been paid for a thing.

Question. Then you do not consider that a certificate for the price practically ?

Answer. The commandant's signature passes a bill, and you cannot go behind that.

Question. I want to know what your idea is. Do you consider the commandant's signature as proof that the price charged is the proper price ?

Answer. Generally so. Sometimes we ask explanations why such a thing costs so much. Sometimes we get a satisfactory answer, and sometimes we do not.

Question. I understand you to say that you look upon the com-

mandant's certificate as a criterion of the proper price on purchases made by the navy agent?

Answer. I do not look upon the commandant's certificate as conclusive; for I always want to know why such a price is paid by the navy agent when I consider the price too high. Sometimes the commandant will say that he does not know the price of the article, and in that way they may approve of things at high prices. My construction of the duties of a commandant is, that he should satisfy himself with regard to the prices of the articles before he approves the bill. I do not think they always do that; for sometimes a large pile of bills comes in at once from the various departments, and there may be twenty people calling upon the commandant on business in regard to their duties, and in such a case he cannot scan these bills very closely; and he considers that the navy agent is the one to make the purchases, and he ought to see that the prices are correct. Now I believe that they require the navy agent to state upon the bill that the price is correct.

Question. He makes no examination or inquiry himself in the market?

Answer. He does not often do that, I believe.

Question. Would it be possible for him to do it?

Answer. It would be very difficult.

Question. Then to ask him to certify that it was the lowest market price would be asking an impossibility?

Answer. I think it would be asking too much.

By Mr. Bocock:

Question. You said a moment ago that it was the duty of the commandant to see that the articles were good and the prices correct; and now you say that it is impossible for him to discharge that duty. How do you explain that?

Answer. He may not always be sure about it, but he should satisfy his own mind.

Question. Is the commandant an executive officer, whose duty it is to look at the prices?

Answer. The commandant is not the executive officer the executive officer has nothing to do with the prices.

Question. When you spoke of a complaint having been made to your bureau in relation to misconduct on the part of the navy agent in disregarding instructions given, did you mean that formal complaints were lodged, or did you mean that rumors had reached you on that subject?

Answer. There were complaints in writing.

Question. Is it your duty, when such complaints are made, to investigate them?

Answer. Yes, sir.

Question. Did you investigate these complaints?

Answer. Yes, sir.

Question. What was the result?

Answer. I investigated them so far as to call upon the navy agent for an explanation, and he said the prices were fair, and his expla-

nation satisfactory. I required the navy agent to adhere to the direction contained in the circular.

Question. Did you get any proof to satisfy you that the charges made were correct?

Answer. No, sir; we never got any proof upon the subject, because the bills were paid and we could not go behind them, and the explanation of the agent was satisfactory.

Question. Have any charges been made in form against the navy agent, and been sustained by proof before your department, of misconduct in any respect, or failure to discharge his duties?

Answer. There has been a complaint made by somebody—some contractor—that the navy agent did not call upon contractors, in obedience to the orders of the department, for their prices for articles in open purchase.

Question. What was the result of your investigation about that?

Answer. The result was, to direct the navy agent to conform to the order.

Question. You did not make an investigation of the truth of the charge, but upon that basis gave new instructions to him?

Answer. I told him that charges and complaints had been made, and that he must adhere to the order.

By Mr. Ritchie :

Question. Did you make any investigation of that charge?

Answer. I made no further investigation of the charge than to write to the navy agent that complaints had been made that he did not ask the contractors the prices of articles purchased in open market, according to the instructions of the department.

By Mr. Bocock :

Question. What are the comparative merits of the open market system and the contract system of purchase?

Answer. I do not understand the question—merits in what respect?

Question. What benefits accrue to the department from the one system, and what from the other? Where is there the greatest probability of getting a good article; under the open market system or the contract system?

Answer. Under the open market system.

Question. How do prices compare under the open market system and the contract system?

Answer. They are generally higher in open purchase than under the contract system.

Question. In proportion to the comparative value of the articles, under which system are prices most reasonable?

Answer. The prices by open purchase are higher, in comparison with the value of the articles, because the contract requires a contractor to deliver the best article of the kind, such as will pass inspection, and the difficulty is to get a contractor to do it. That is the great trouble with the system of contracts, that some contractors seldom or never comply with their contracts, and you may report them to the solicitor and sue them. That is the great trouble with the contract system, that they bid below the prices at which they can afford to furnish the articles.

Question. You say that they bid at lower prices than they can furnish the goods. Then I suppose they furnish an inferior article?

Answer. The lowest bidder sometimes actually contracts to furnish an article below the price at which he can afford to furnish an article of the best quality.

Question. What is the result; what sort of an article does he furnish?

Answer. He is obliged to furnish an article that will bear inspection; and here is the great trouble. We want an article for immediate use, and he brings an article that will not pass inspection. The consequence is, as we cannot wait for him to furnish a better article, we are obliged to go and purchase it in open market; the difference in price is charged against him, and you may recover it of him if you can.

Question. What is the practical working of the system?

Answer. That I have stated is the practical working of it. The contractors very often fail to comply with their contracts; and when they do so, and you are in immediate want of an article, you must purchase it in open market, and almost always at a higher price.

Question. From your experience of the two systems, which works the best for the government in practical operation?

Answer. The contract system is the cheapest. It furnishes the articles for a lower price than you can buy them for in open market, provided the contractors would always comply with their contracts. My idea how to purchase to the best advantage for the Navy Department—

Question. That is what I want to get at. What do you consider the proper system, not in reference to men, but the good of the country?

Answer. That is what I was going to say. My idea of the best manner of making purchases for all the supplies is for the department—the several bureaus—to ask responsible, reliable houses to make an offer or proposal to the department what they will furnish a schedule of articles for. I would send this proposition out to none but those whom I knew to be responsible, reliable houses; and then, when they make their offers, I would take the best. I think it should be obligatory on the department in such a case to take the lowest offer.

By Mr. Ritchie:

Question. Would not that open the door to favoritism? Could you not send to houses that were favorites of the department or the administration, and leave out others?

Answer. The public could judge of that. Those persons are well known who are responsible and reliable persons, and deal in certain articles. Take ship chandlery, machine establishments, and all establishments of that sort, the government and the community well know who they are.

By Mr. Bocock:

Question. Under the operation of this contract system, as you have explained it—that is to say, it being the case that contractors fre-

quently fail to deliver articles that will bear inspection—is it practicable to get rid of the open market system?

Answer. No, sir; I do not think it is.

Question. When contractors fail to deliver articles that pass inspection according to contract, you have no alternative but to buy in open market?

Answer. If we want them for immediate use we are obliged to purchase them in open market.

By Mr. Groesbeck:

Question. Is it not a very common practice for bidders to be complaining to the department—disappointed bidders I mean—about the giving out of contracts?

Answer. No, sir; I do not think they complain, because they have all the bids before them to examine. They can examine and see who is the lowest bidder, for the bids are all open to them. They very often come to the bureau to examine the scales, and I show them all the bids.

Question. You made some reference of that kind in your previous testimony of persons complaining who were contractors, rejected bidders, did you not?

Answer. No, sir. What I said was this: I was asked whether any complaint had been made by persons against the navy agent, and I said that complaint had been made that the navy agent did not call upon contractors according to the orders of the department for their offers for articles furnished in open market; but I do not think I said that rejected bidders complained. I have had no complaint, so far as I am concerned, of favoritism in awarding contracts to improper persons, because the law is strict and direct. Unless I could collude with somebody I could not do that; and, in fact, I could not do it then, because the bids are all printed, and a man could not very well make a false return in that respect.

By Mr. Ritchie:

Question. I wish you to state an instance, if there is one in your recollection, as to the manner in which the department is sometimes imposed upon by this mode of giving out contracts to the lowest bidder.

Answer. In illustration of some of the difficulties of the contract system, I will mention one for stone which was to be delivered at the navy yard at Norfolk by West & McCulloch. They offered for the schedule of stone to be delivered at the Norfolk navy yard, and they were the lowest bidders; consequently the contract was awarded to them. After the expiration of the first term for the delivery of the first portion of the stone under the contract, no stone was delivered. The authorities at the navy yard wrote to the bureau that the stone was required, and the bureau wrote to the contractors urging them to deliver it. None were yet delivered; and after the second term had expired for the delivery of the second portion of the contract—I believe there were three portions of it—none were delivered then. The authorities at the navy yard required the stone, and I directed them to be purchased in open market on the best terms. At the same time I wrote again, I think, to the contractors. Then a portion of the stone was purchased in open market at a much higher rate than the contract

price. After the term had expired for the completion of the contract, no stone had been delivered. The consequence was, that they were reported for suit and suit was brought. Then the contractors petitioned to Congress for relief. Another instance illustrating the contract system was a case where the schedule required iron, iron nails, &c, to be delivered at Norfolk. A large portion of the schedule was composed of railroad iron. The lowest bidder was Mr. Caps, or a firm of which he was a member, merchants at Norfolk. The railroad iron was put in at eighty cents per ton, and the other articles of iron were put in at prices perhaps double what they ought to have been; double a fair price. He being the lowest bidder for the schedule, the contract was awarded to him; and it was a miscellaneous contract under which articles were to be delivered as required. Seeing that this article of railroad iron was put down at eighty cents per ton, and the other articles at two or three times their actual value, I directed the authorities at the yard to require all the railroad iron to be delivered at a certain time, and a portion of the other articles. The authorities required them accordingly; it went through the navy agent. The contractor delivered all the other articles within the time specified, except the railroad iron, and that he said he never meant to deliver. Then he applied to the bureau for payment for the other articles that he had delivered, and I directed the commandant not to pay him until he had delivered the railroad iron. Well, then he came back upon the contract. The contract was made in conformity to law, in which it states that, provided the contractor does not furnish according to his contract, he shall forfeit as liquidated damages twice the amount of the price of the article that he failed to furnish. Now he says, fall back upon your contract and sue me; I am willing to pay \$1 60 per ton for railroad iron (which costs about \$70 a ton;) but according to your contract you must pay me for the articles that I have delivered according to my contract. Well, said I, if you can get any of this money for the articles you have delivered before you deliver the railroad iron, I think you will have to go to Congress; and I have not paid him to this day. I supposed the amount of this money retained for the articles delivered would be about sufficient to meet the excess in amount that I should have to pay for railroad iron over his contract price; but I do not think it will do that, quite.

Question. Then he made something off of you anyhow?

Answer. He did not make anything, because he got nothing. The government did not make anything either, but lost something. That is one case out of many that could be mentioned. Now, having changed that clause in the contract, the contractor forfeits twice the amount of the whole class. The law requires us to schedule everything into classes. We make the schedule into classes, and the bidders offer for each class.

By Mr. Sherman:

Question. How many master workmen are there in the Brooklyn navy yard, under the Bureau of Docks and Yards?

Answer. I cannot tell you now; I think there are seventeen. I can tell you when I look at the list. The committee have made a call

which will give you every person. I believe there are seventeen or eighteen, but I cannot tell you precisely.

Question. I wish you to explain one matter about this contract system. I notice that John Wendell is contractor for a great variety of articles, among which are stone, iron, hardware, and a great many other things. Where does he live?

Answer. He lives in New York. He is a general contractor. He bids for almost every class in every one of the yards of the United States, and he gets a good many contracts, too.

Question. Do you know him?

Answer. I have seen him once.

Question. Is he in business in New York?

Answer. Yes, sir.

Question. Who are G. W. Delano & Co.?

Answer. I do not know. They keep a hardware store in New York, I think.

Question. Do you know the firm?

Answer. I do not.

Question. Who is W. D. Kennedy?

Answer. He is a contractor for paints and oils.

Question. Is this G. W. Delano any connexion of one of the officers of the Brooklyn navy yard, Benjamin F. Delano?

Answer. No relation that I know of. I do not think that he is.

Question. Do you know whether this John Wendell has a house in New York?

Answer. I do not know.

Question. Does he sub-contract the various articles for which he makes contracts?

Answer. Perhaps he does. I think he generally furnishes the articles. Perhaps he sub-lets those that are not in his line of business.

Question. Were there any contracts made last summer?

Answer. Oh yes; all the contracts were made last summer.

Question. Is there any document showing the contracts made last summer?

Answer. The list has been sent to Congress, but, I think, not ordered to be printed. I do not think they will print it. I do not see why they should print all those bids there; it would make an immense amount of matter in a document that I cannot see the use of.

By Mr. Boccock:

Question. By whom are the master workmen in the navy yard appointed?

Answer. By the Secretary of the Navy.

Question. Do you know how many changes have been made among the master workmen in the Brooklyn navy yard during the last year or two?

Answer. I cannot tell you without referring to the record. There is a call from the committee for information which will show all that.

Question. How long has it been the practice for the Secretary of the Navy to appoint these master workmen?

Answer. I think they have always been appointed by his sanction; either by his direction or his sanction.

Question. Did not the old naval board have something to do with it?

Answer. I do not know. I said that the Secretary appointed them. The appointments are made by the Bureau of Yards and Docks, under the direction of the Secretary of the Navy.

By Mr. Groesbeck :

Question. Do you mean that such is the case at the present time?

Answer. Yes, sir.

By the Chairman :

Question. Are those appointments made upon recommendations of members of Congress for political reasons?

Answer. I do not know. I make the appointments under order of the Secretary of the Navy. I do not always know what his reasons are for giving the order.

Question. Have you anything to do with the naming of these master workmen?

Answer. No, sir ; I only obey orders. I am merely an agent in the matter of making the appointments.

Question. Then you do not pass upon the merits of these master workmen?

Answer. No, sir.

Question. Nor upon the applications?

Answer. No, sir.

JOS. SMITH.

A statement of the expenditures in the several navy yards under the different heads of appropriation coming under the cognizance of the Bureau of Yards and Docks since the 1st of October, 1842, soon after the organization of the bureau, with a general recapitulation.

NAVY YARD, PORTSMOUTH, N. H.					
	Pay of superintendents.	Improvement of yard.	Dry dock, basin, &c.	Magazine.	Contingent.
From October 1, 1842, to June 30, 1843-----	\$5,721 73	\$43,325 36	-----	-----	\$9,418 33
For the year ending June 30, 1844-----	5,721 75	32,369 47	-----	-----	14,332 79
Do-----do-----1845-----	7,653 77	21,468 33	-----	-----	8,282 50
Do-----do-----1846-----	7,649 99	11,269 80	-----	-----	3,301 63
Do-----do-----1847-----	7,049 99	9,700 20	-----	-----	3,365 64
Do-----do-----1848-----	7,606 15	32,126 36	-----	-----	13,618 20
Do-----do-----1849-----	7,652 46	48,044 51	\$61,044 93	-----	12,789 10
Do-----do-----1850-----	7,653 87	51,060 68	251,760 32	-----	15,755 52
Do-----do-----1851-----	7,899 99	18,074 07	186,751 03	-----	10,218 19
Do-----do-----1852-----	9,539 98	32,155 55	98,783 30	-----	13,132 13
Do-----do-----1853-----	9,611 71	31,281 28	149,889 91	-----	18,708 79
Do-----do-----1854-----	9,430 13	70,140 76	2,142 75	-----	20,324 25
Do-----do-----1855-----	11,192 55	58,771 95	4,481 82	-----	26,760 75
Do-----do-----1856-----	12,056 50	38,828 24	2,545 80	\$499 17	28,428 69
Do-----do-----1857-----	12,046 00	25,549 73	2,994 39	19,107 61	17,001 11
Do-----do-----1858-----	11,761 33	94,018 94	4,808 59	23,515 61	38,096 91
	140,247 90	618,185 23	765,202 84	43,122 39	253,534 53

STATEMENT—Continued.

NAVY YARD, BOSTON.						
	Pay of super-intendents.	Improvement of yard.	Dry dock.	Magazine.	Hospital.	Contingent.
From October 1, 1842, to June 30, 1843-----	\$10,480 00	\$30,261 31	The dry dock at Boston was completed in 1833, and cost \$677,089 78; the repairs since have been charged to improvements of yard.	-----	\$5,754 85	\$18,028 54
For the year ending June 30, 1844-----	7,918 56	44,486 40		\$384 69	63 24	35,202 85
Do-----do-----1845-----	11,180 00	27,762 96		17 84	46 92	34,351 68
Do-----do-----1846-----	11,180 94	32,215 42		160 56	2,506 10	29,131 61
Do-----do-----1847-----	11,020 00	40,806 63		624 86	3,543 77	36,265 62
Do-----do-----1848-----	10,700 00	97,226 75		44 83	3,592 77	63,843 60
Do-----do-----1849-----	10,700 00	81,556 56		397 80	1,801 95	57,651 93
Do-----do-----1850-----	10,700 00	115,567 93		332 49	1,411 81	52,835 07
Do-----do-----1851-----	10,700 00	118,863 19		780 86	1,352 34	56,493 45
Do-----do-----1852-----	11,000 00	79,637 41		173 10	703 32	50,768 40
Do-----do-----1853-----	11,135 01	29,883 37		34 05	653 70	43,316 89
Do-----do-----1854-----	13,220 57	46,689 88		705 47	1,658 95	44,664 02
Do-----do-----1855-----	13,722 05	84,962 14		904 23	1,227 29	43,136 52
Do-----do-----1856-----	14,477 31	171,007 88		13,165 55	6,019 61	43,494 59
Do-----do-----1857-----	14,815 92	211,923 89		5,650 57	7,922 08	60,976 46
Do-----do-----1858-----	14,815 94	394,236 87		2,353 03	11,489 63	52,143 40
	187,766 30	1,607,088 59	-----	25,729 93	49,748 33	722,304 63

STATEMENT—Continued.

BROOKLYN NAVY YARD.

105

NAVY YARD, NEW YORK.						
	Pay of superintendents.	Improvement of yard.	Dry dock.	Magazine.	Hospital.	Contingent.
From October 1, 1842, to June 30, 1843.	\$11, 183 36	\$31, 086 11	-----	-----	\$4, 231 20	\$24, 189 64
For the year ending June 30, 1844.	9, 016 94	38, 171 83	-----	-----	8, 154 82	31, 150 00
Do-----do-----1845.	10, 701 38	46, 645 29	\$123, 628 14	\$233 41	10, 841 67	35, 850 00
Do-----do-----1846.	10, 691 79	50, 912 20	159, 448 61	170 05	14, 210 67	23, 755 67
Do-----do-----1847.	10, 170 20	65, 411 75	278, 308 74	226 28	23, 058 59	14, 495 51
Do-----do-----1848.	10, 604 16	46, 332 32	289, 563 07	919 98	19, 187 04	27, 210 59
Do-----do-----1849.	10, 700 00	363, 801 13	297, 889 75	97 87	11, 474 79	32, 648 51
Do-----do-----1850.	10, 699 97	102, 615 98	522, 948 51	453 32	10, 912 04	39, 162 81
Do-----do-----1851.	10, 699 99	24, 869 70	366, 933 61	278 06	1, 610 92	35, 136 63
Do-----do-----1852.	11, 000 00	51, 191 49	79, 961 12	64 02	6, 281 62	35, 184 80
Do-----do-----1853.	11, 124 92	179, 842 57	14, 241 94	548 12	13, 093 91	48, 085 44
Do-----do-----1854.	14, 266 14	240, 151 34	-----	2, 552 29	32, 040 64	46, 150 81
Do-----do-----1855.	14, 670 00	240, 586 81	-----	24, 224 26	2, 688 12	48, 076 66
Do-----do-----1856.	14, 702 67	330, 325 80	-----	63, 812 74	11, 308 81	68, 435 30
Do-----do-----1857.	15, 845 27	321, 459 36	-----	24, 216 30	11, 700 21	66, 715 12
Do-----do-----1858.	16, 606 30	391, 535 27	-----	35, 485 57	24, 223 73	63, 526 98
	192, 683 09	2, 524, 938 95	2, 132, 923 49	153, 282 21	205, 018 78	639, 774 47

* The expenditures for improvements at New York in 1849 embrace \$285, 000 for the cost of additional ground.

STATEMENT—Continued.

NAVY YARD, PHILADELPHIA.						
	Pay of superintendents.	Improvement of yard.	Dry dock, basin, &c.	Magazine.	Hospital.	Contingent.
From October 1, 1842, to June 30, 1843.	\$4,431 56	\$3,810 13	-----	-----	\$3,448 95	\$6,682 60
For the year ending June 30, 1844.	7,695 87	11,992 90	-----	-----	273 11	14,300 00
Do-----1845.	7,700 00	4,463 85	-----	-----	784 61	12,005 30
Do-----1846.	7,226 49	8,920 97	-----	-----	-----	4,317 26
Do-----1847.	7,100 00	4,016 55	-----	-----	-----	7,865 96
Do-----1848.	7,100 00	29,759 96	\$6 091 61	-----	-----	16,968 64
Do-----1849.	7,099 92	22,379 76	77,706 56	-----	-----	17,342 02
Do-----1850.	8,200 00	55,989 16	353,655 51	-----	-----	17,490 21
Do-----1851.	7,200 00	41,650 43	234,785 82	-----	-----	16,331 89
Do-----1852.	9,700 00	52,969 50	159,600 84	-----	-----	13,465 08
Do-----1853.	10,514 99	34,423 08	-----	-----	4,636 98	9,421 84
Do-----1854.	11,141 16	32,418 86	-----	-----	14,457 10	13,040 81
Do-----1855.	11,660 00	54,213 94	-----	-----	8,061 95	17,550 66
Do-----1856.	11,360 00	40,303 62	-----	\$16,762 78	4,066 01	17,879 12
Do-----1857.	12,415 99	50,527 43	-----	2,918 11	8,900 28	27,171 12
Do-----1858.	11,606 00	71,519 60	-----	9,373 76	12,336 69	28,720 69
	142,151 98	519,359 74	831,840 34	29,054 65	56,965 68	240,553 20

STATEMENT—Continued.

BROOKLYN NAVY YARD.

107

NAVY YARD, WASHINGTON.					
	Pay of superintendents.	Improvement of yard.	Magazine.	Hospital.	Contingent.
From October 1, 1842, to June 30, 1843-----	\$9,504 14	\$17,822 79	-----	-----	\$32,448 18
For the year ending June 30, 1844-----	6,680 00	8,462 32	\$47 60	-----	33,549 70
Do-----1845-----	6,680 00	12,914 84	55 13	-----	34,269 50
Do-----1846-----	6,630 00	9,893 31	70 72	-----	19,979 80
Do-----1847-----	6,770 68	14,042 99	109 07	-----	30,661 39
Do-----1848-----	6,680 00	30,154 29	118 54	\$100 00	50,352 22
Do-----1849-----	12,430 00	29,287 75	163 49	85 64	66,284 06
Do-----1850-----	13,080 00	38,962 28	183 72	5 25	48,965 10
Do-----1851-----	12,892 59	45,608 86	92 22	52 63	53,389 60
Do-----1852-----	13,498 88	95,163 66	114 55	76 18	56,500 93
Do-----1853-----	14,351 00	117,166 03	145 93	106 38	44,648 02
Do-----1854-----	16,897 83	137,943 94	1,196 49	18 00	51,857 48
Do-----1855-----	20,050 00	220,150 75	3,857 77	-----	49,356 77
Do-----1856-----	20,350 00	142,949 98	6,780 83	-----	73,822 02
Do-----1857-----	20,410 79	179,126 78	6,390 69	77 60	80,504 37
Do-----1858-----	20,000 69	185,853 63	22,866 74	228 30	86,430 43
	206,906 60	1,285,504 20	42,193 49	749 98	813,019 57

STATEMENT—Continued.

NAVY YARD, NORFOLK.						
	Pay of superintendents.	Improvement of yard.	Dry dock.	Magazine.	Hospital.	Contingent.
From October 1, 1842, to June 30, 1843.	\$6,940 81	\$33,752 70	The dry dock at Norfolk was completed in 1834, and cost \$974,356 69; the repairs since have been charged to improvement of the yard.	-----	\$6,976 34	\$17,595 00
For the year ending June 30, 1844.	12,112 99	22,723 27		-----	6,857 82	17,075 00
Do-----1845.	11,176 30	34,323 40		\$31 50	1,656 47	20,804 00
Do-----1846.	11,180 00	29,865 41		286 25	2,073 20	15,497 21
Do-----1847.	11,180 00	55,640 84		38 13	2,457 73	20,041 05
Do-----1848.	10,563 34	33,910 12		-----	2,928 97	60,251 90
Do-----1849.	11,207 87	147,280 80		1,148 45	580 97	43,840 72
Do-----1850.	11,030 00	89,362 54		468 81	510 28	37,300 58
Do-----1851.	11,015 10	86,642 49		1,238 83	3,526 92	54,885 98
Do-----1852.	11,695 74	64,867 02		-----	3,995 52	53,770 82
Do-----1853.	12,794 99	67,516 88		-----	4,417 89	39,153 39
Do-----1854.	11,651 30	135,520 89		-----	7,150 61	46,991 63
Do-----1855.	13,986 21	192,627 41		-----	4,315 62	46,486 68
Do-----1856.	14,876 48	252,333 80		3,741 80	2,235 89	45,630 92
Do-----1857.	15,330 87	324,156 96		4,649 59	10,952 68	52,892 24
Do-----1858.	15,466 00	396,456 51		40,253 69	16,471 08	80,430 16
	192,308 90	1,971,981 04	-----	51,857 05	77,107 99	652,647 28

STATEMENT—Continued.

BROOKLYN NAVY YARD.

109

NAVY YARD, PENSACOLA.						
	Pay of superin- tendents.	Improvement of yard.	Dry dock, basin, &c.	Magazine.	Hospital.	Contingent.
From October 1, 1842, to June 30, 1843.	\$4,076 27	\$15,625 01	-----	-----	\$779 09	\$9,304 00
For the year ending June 30, 1844.	5,750 00	5,033 32	-----	-----	3,326 11	13,800 00
Do-----do-----1845.	7,250 00	36,352 87	-----	-----	1,298 35	15,305 71
Do-----do-----1846.	10,150 00	61,608 04	-----	-----	20,237 63	17,613 45
Do-----do-----1847.	8,291 82	100,905 02	-----	-----	23,519 86	9,593 95
Do-----do-----1848.	7,296 85	102,563 60	\$1,092 03	-----	20,485 18	33,967 81
Do-----do-----1849.	8,885 03	202,950 34	109,607 39	-----	7,325 84	31,178 05
Do-----do-----1850.	8,977 05	212,607 66	182,581 10	-----	5,177 01	40,552 48
Do-----do-----1851.	9,000 00	192,413 70	203,874 89	-----	977 10	25,010 17
Do-----do-----1852.	12,300 00	145,933 20	184,578 90	-----	3,116 84	26,993 11
Do-----do-----1853.	12,299 92	111,368 25	235,997 35	-----	11,498 54	27,509 16
Do-----do-----1854.	13,399 91	146,855 90	-----	-----	13,793 88	28,550 85
Do-----do-----1855.	12,143 86	185,891 85	11,705 00	-----	30,685 37	24,107 96
Do-----do-----1856.	12,321 38	199,240 12	10,000 00	\$8,285 97	15,085 36	34,192 51
Do-----do-----1857.	14,986 81	148,427 02	-----	1,050 38	11,280 11	36,386 46
Do-----do-----1858.	16,290 33	165,890 66	-----	107 38	9,819 11	48,702 24
	163,419 23	2,033,666 56	939,436 66	9,443 73	178,405 38	422,767 91

STATEMENT—Continued.

	NAVY YARD, MARE ISLAND.					BLYTHE ISLAND.	SACKETT'S HARBOR.
	Pay of superintendents.	Improvement of yard.	Dry dock, basin, &c.	Magazine.	Contingent.		
From October 1, 1842, to June 30, 1843	-----	-----	-----	-----	-----	-----	-----
For the year ending June 30, 1844	-----	-----	-----	-----	-----	-----	-----
Do-----do-----1845	-----	-----	-----	-----	-----	-----	\$726 46
Do-----do-----1846	-----	-----	-----	-----	-----	-----	3,394 79
Do-----do-----1847	-----	-----	-----	-----	-----	-----	465 81
Do-----do-----1848	-----	-----	-----	-----	-----	-----	5,057 88
Do-----do-----1849	-----	-----	-----	-----	-----	-----	2,093 22
Do-----do-----1850	-----	-----	-----	-----	-----	-----	1,824 14
Do-----do-----1851	-----	-----	-----	-----	-----	-----	739 83
Do-----do-----1852	-----	-----	\$247,050 00	-----	-----	-----	1,668 70
Do-----do-----1853	-----	\$103,236 08	338,550 00	-----	-----	-----	1,131 32
Do-----do-----1854	\$4,135 35	-----	-----	-----	-----	-----	-----
Do-----do-----1855	4,095 58	252,594 89	270,000 00	-----	-----	-----	1,972 81
Do-----do-----1856	13,185 75	443,113 15	304,400 00	-----	\$55,214 14	-----	271 08
Do-----do-----1857	17,221 20	173,207 68	290,000 00	\$15,798 97	69,266 46	\$85 37	708 67
Do-----do-----1858	18,117 59	396,990 46	16,576 04	70,068 49	106,666 70	+130,479 48	1,172 02
	56,755 47	1,369,142 26	1,466,576 04	85,867 46	231,147 30	130,564 85	21,226 73

* The expenditures for improvements at Mare Island in 1853 include the cost of the site, \$83,491.

† Cost of site, \$130,000.

GENERAL RECAPITULATION.

	Portsmouth, N. H.	Boston.	New York.	Philadelphia.	Washington.	Norfolk.	Pensacola.	Mare island.	Blythe Isl'd.	Sackett's Harbor.	Grand aggre- gate.
From Oct. 1, 1842, to June 30, 1843.	\$58,468 45	\$64,524 70	\$70,690 31	\$18,373 24	\$59,775 11	\$65,264 85	\$29,784 37	.....	.....	.....	\$366,881 03
For the year ending June 30, 1844..	52,424 01	88,055 74	86,493 59	34,261 88	48,739 62	58,769 08	27,909 43	.....	.....	.....	396,653 35
Do.....do.....1845..	37,401 57	73,359 40	227,899 89	24,953 76	53,819 47	67,991 67	60,206 93	.....	.....	\$726 46	546,359 15
Do.....do.....1846..	22,221 42	75,194 63	259,188 99	20,464 72	36,573 83	58,902 07	109,609 12	.....	.....	3,394 79	585,549 57
Do.....do.....1847..	20,115 83	92,260 88	391,671 07	18,982 51	51,584 13	89,357 75	142,310 65	.....	.....	465 81	806,748 63
Do.....do.....1848..	53,350 71	175,407 95	393,817 16	59,920 21	87,405 05	112,654 33	165,405 47	.....	.....	5,057 88	1,053,018 76
Do.....do.....1849..	129,531 00	152,108 24	716,612 05	124,528 26	108,250 95	204,058 81	359,946 65	.....	.....	2,093 22	1,797,129 18
Do.....do.....1850..	326,230 39	180,847 30	686,792 63	435,334 88	101,196 35	138,672 21	449,895 30	.....	.....	1,824 14	2,320,793 20
Do.....do.....1851..	222,943 28	188,189 84	439,528 91	299,968 14	112,035 90	157,309 32	431,275 86	.....	.....	739 83	1,851,991 08
Do.....do.....1852..	153,610 96	142,282 23	183,683 05	235,734 92	165,354 20	134,329 10	372,922 05	\$247,050 00	.....	1,668 70	1,636,635 21
Do.....do.....1853..	209,491 69	85,023 02	266,936 90	58,996 89	176,417 36	123,883 15	398,673 22	441,786 08	.....	1,131 32	1,762,339 63
Do.....do.....1854..	102,037 89	106,938 89	335,161 22	71,057 93	207,913 74	201,314 43	202,600 54	4,135 35	.....	.....	1,231,159 99
Do.....do.....1855..	101,207 07	143,952 23	330,245 79	91,486 55	293,415 29	257,415 92	264,534 04	526,690 47	.....	1,972 81	2,010,920 17
Do.....do.....1856..	82,358 40	248,164 94	488,585 32	90,871 53	243,902 83	318,818 89	279,125 34	815,913 04	.....	271 08	2,567,511 37
Do.....do.....1857..	76,698 84	301,288 92	439,936 26	101,932 93	286,510 23	407,982 34	212,130 78	565,494 31	\$85 37	708 67	2,392,768 65
Do.....do.....1858..	172,201 38	475,038 87	531,387 85	133,556 74	315,379 79	549,077 44	240,809 72	608,419 28	130,479 48	1,172 02	3,157,522 57
1,820,292 89	2,592,637 78	5,848,630 99	1,819,925 09	2,348,273 85	2,945,801 36	3,747,139 46	3,209,488 53	130,564 85	21,226 73	24,483,981 54	

SCHEDULE B.

Statement of the amount of purchases, under contract and in open market, at the several navy yards from March 1, 1857, to December 31, 1858, on account of the Bureau of Yards and Docks.

Navy yards.	Under contract.	In open market.
Portsmouth, New Hampshire	\$88,707 90	\$34,497 29
Boston	339,332 78	170,275 03
New York	294,656 84	174,426 41
Philadelphia	95,426 10	67,045 30
Washington	124,220 71	96,006 30
Norfolk	169,415 14	217,091 16
Pensacola	101,841 95	18,159 25
San Francisco	204,888 79	162,344 15
Total	1,418,490 21	939,844 89

In the amount of purchases in open market is embraced the cost of coal, (a heavy item,) as well as large expenditures for heavy tools and machinery, such as lathes, planers, dredging machines, &c., besides bills of freight, advertising, gas, postage, &c., in short, all purchases at the several navy yards not covered by contract.

SCHEDULE C.

Statement of amount of labor expended at the New York navy yard from March 1, 1857, to December 31, 1858, under the following heads of appropriation, under the cognizance of the Bureau of Yards and Docks.

Years.	Improvement of yards.	Contingent.	Magazine.
1857.			
March	\$13,726 08	\$4,333 74	\$1,080 66
April	16,276 85	3,286 90	926 72
May	23,373 78	3,849 15	761 85
June	21,948 25	3,833 76	1,159 39
July	22,475 20	4,478 82	900 87
August	24,500 22	5,293 53	1,534 37
September	23,123 02	6,186 79	946 57
October	24,831 68	6,219 67	1,882 31
November	19,090 73	4,677 11	2,850 88
December	10,621 23	2,982 79	1,020 68
	199,967 04	45,142 26	13,064 30
1858.			
January	9,609 69	2,282 88	372 47
February	7,205 39	1,740 71	529 42
March	8,124 58	1,612 59	650 67
April	9,085 68	1,494 11	148 73
May	12,218 77	1,646 66	569 36
June	13,795 00	1,500 14	916 34
July	18,466 07	5,725 63	514 41
August	22,066 76	6,727 02	153 68
September	21,230 06	4,610 44	585 53
October	20,679 30	4,471 01	266 50
November	21,689 37	4,209 17	227 50
December	17,068 23	4,676 05	37 50
	181,238 90	44,686 41	4,972 11

RECAPITULATION.

1857	\$199,967 04	\$45,142 26	\$13,064 30
1858	181,238 90	44,686 41	4,972 11
Total	381,205 94	89,828 67	18,036 41

NAVY DEPARTMENT, *February 8, 1859.*

SIR: In compliance with the order of the committee requesting the Secretary of the Navy to inform the committee "upon what vessels of the United States repairs have been made at each of the navy yards, and the amount and character of expenditure upon each, since the 4th of March, 1857," I have the honor to transmit the accompanying papers, which furnish the desired information.

I am, very respectfully, your obedient servant,
ISAAC TOUCEY.

Hon. JOHN SHERMAN,
Chairman Special Committee, &c., House of Reps.

Statement of the cost of building and repairing vessels of the United States navy, from the 1st of March, 1857, to the present time.

NAVY YARDS.								
Name of vessel.								Mare Island.
	Kittery.	Boston.	New York.	Philadelphia.	Washington.	Gosport.	Warrington.	
Pennsylvania	-----	-----	-----	-----	-----	\$6,716 00	-----	-----
Ohio	-----	\$857 05	-----	-----	-----	-----	-----	-----
North Carolina	-----	-----	\$8,345 06	-----	-----	-----	-----	-----
Independence	-----	-----	-----	-----	-----	-----	-----	\$3,390 15
Constitution	\$255,832 18	-----	-----	-----	-----	-----	-----	-----
Congress	-----	-----	-----	\$101,756 07	-----	-----	-----	-----
Cumberland	-----	161,085 33	-----	-----	-----	-----	-----	-----
Savannah	-----	-----	320,711 66	-----	-----	-----	-----	-----
Sabine	-----	-----	58,082 95	-----	-----	-----	-----	-----
Constellation	-----	34,111 07	999 86	-----	-----	-----	-----	-----
Macedonian	-----	168,078 60	-----	-----	-----	-----	-----	-----
Saratoga	-----	-----	-----	-----	-----	3,942 86	-----	-----
Saratoga	-----	-----	-----	-----	-----	41,734 90	-----	-----
John Adams	-----	-----	-----	-----	-----	44,617 71	-----	-----
Vincennes	-----	-----	120,898 18	-----	-----	-----	-----	-----
Falmouth	11,737 87	-----	-----	-----	-----	-----	-----	-----
Vandalia	79,330 58	-----	-----	-----	-----	-----	-----	-----
St. Louis	-----	-----	130,864 80	-----	-----	-----	-----	-----
Cyane	-----	-----	-----	-----	-----	64,795 17	-----	-----
Cyane	-----	-----	-----	-----	-----	1,495 68	-----	-----
Levant	-----	60,778 44	-----	-----	-----	-----	-----	-----
Portsmouth	78,435 44	-----	-----	-----	-----	-----	-----	-----
Plymouth	-----	-----	-----	-----	\$4,349 29	-----	-----	-----
Plymouth	-----	-----	-----	-----	14,125 95	5,620 67	-----	-----
St. Mary's	-----	-----	-----	-----	-----	-----	-----	41,302 14
Jamestown	-----	-----	-----	78,017 09	-----	-----	-----	-----
Germanatown	-----	-----	-----	-----	-----	45,868 20	-----	-----

[illegible]

STATEMENT—Continued.

Name of vessel.	NAVY YARDS.						
	Kittery.	Boston.	New York.	Philadelphia.	Washington.	Gosport.	Warrington.
Saranac	-----	-----	-----	\$157, 025 19	-----	\$3, 754 97	-----
Fulton	-----	-----	-----	-----	\$14, 698 06	4, 483 19	-----
Water Witch	-----	-----	-----	-----	23, 256 90	-----	-----
Water Witch	-----	-----	-----	-----	4, 297 02	-----	-----
Water Witch	-----	-----	-----	-----	16, 549 38	5, 589 50	-----
Princeton	-----	-----	-----	-----	-----	-----	-----
At Boston	-----	\$93, 955 05	-----	18, 602 17	-----	-----	-----
At New York	-----	-----	\$42, 192 92	-----	-----	-----	-----
At Philadelphia, No. 1	-----	-----	-----	125, 751 33	-----	-----	-----
At Philadelphia, No. 2	-----	-----	-----	11, 425 30	-----	-----	-----
At Kittery	\$73, 918 43	-----	-----	-----	-----	-----	-----
At Gosport	-----	-----	-----	-----	-----	115, 708 70	-----
At Warrington	-----	-----	-----	-----	-----	-----	\$25, 336 99
At Mare Island	-----	-----	-----	-----	-----	-----	\$9, 696 14

o And at Washington.

† Paid Mr. Westervelt.

The reports of repairs of ships that are not accompanied by details of work done are incomplete, and the full accounts of expenditure are not yet on the files of the bureau.

No. 15.—TESTIMONY OF LAWRENCE COHANE, NEW YORK.

JANUARY 31, 1859.

LAWRENCE COHANE called and examined.

By the Chairman:

Question. Were you master carpenter in the Brooklyn navy yard at any time?

Answer. Yes, sir.

Question. How long were you there, and when were you discharged?

Answer. I was there from the 1st of June, 1857, to the 9th of June, 1858.

Question. Upon whose recommendation were you appointed?

Answer. Hon. John B. Haskins.

Question. How many men had you under your charge when you went in?

Answer. I think there were eighty-three when I went in.

Question. How many when you left?

Answer. About twenty, I think.

Question. State whether the number of men was too great for the work when you went in?

Answer. It was, sir.

Question. Why were you removed?

Answer. I cannot state positively; I can only speak to the best of my judgment.

Question. Well, then, state according to the best of your judgment.

Answer. I think it was on account of Mr. Haskins' course on the Lecompton question.

Question. There were no charges made against you?

Answer. I think not; I was never notified that any were made against me.

Question. Who was your successor?

Answer. John Ross, of Brooklyn.

Question. What office did he hold at the time he was appointed?

Answer. He was one of the assessors of the eleventh ward in Brooklyn.

Question. After he was appointed master workman did he continue to hold that office?

Answer. I think he holds it yet.

Question. He has held it, then, since he was appointed?

Answer. Yes, sir, to the best of my belief.

Question. What were his duties as assessor?

Answer. For three or four months in the year he has to stay at the Brooklyn City Hall from ten to one o'clock, to receive parties who complain of over assessments, or anything of that kind, and another portion of the year he has to go around and assess the property.

Question. What time did he arrive at the navy yard?

Answer. Between twelve and one o'clock, I was told; I was not there. I have not been there much since I left.

Question. What was his salary as assessor?

Answer. About seven or eight hundred dollars per year.

Question. What is his pay as master workman?

Answer. Three dollars and a half per day.

Question. Upon whose recommendation was he appointed?

Answer. Mr. Taylor's, I believe, sir.

Question. State whether the amount of work done at the navy yard by the workmen is as great as that done by workmen in other places?

Answer. It is not, sir.

Question. What is the proportion?

Answer. Not one-half, as a general rule; there are some exceptions.

Question. Why is that? Why cannot a man do as much work in the navy yard as when he is at work for a private citizen?

Answer. I do not know; they don't do it. Perhaps it is because the poorest workmen are generally backed up the strongest politically, and the masters dare not discharge them. If they do, they lose their places themselves.

Question. How are the workmen appointed; on whose recommendation?

Answer. The master recommends them, and the chief of the department—either the constructing engineer or the naval constructor—signs the master's recommendation, if he approves of it; and then the recommendation is sent to the commodore of the yard, and he approves of it or not.

Question. Who names the workmen to the master workman?

Answer. Members of Congress generally; they send letters. Sometimes other parties name them, but most generally members of Congress.

Question. Suppose a master workman refuses to appoint those who are recommended by members of Congress, what is the result?

Answer. If the member insists upon it very strongly, they generally do it. I have been threatened to be turned out of the yard if I did not appoint certain men who I knew were not worth half the money they would receive.

Question. Who threatened you in this manner?

Answer. Mr. John Cochrane made such a threat to me by letter.

Question. Have you the letter?

Answer. I have it, but not here; it is in New York.

Question. I will ask you to send that letter to me by mail.

Answer. Yes, sir; I will do so.—(See Appendix.)

Question. State other cases of threats, if you know any.

Answer. That is the only case of threats that I know of. He said that if I did not employ these two men he would make charges against me, and have me turned out. That threat was made, if I am not mistaken, before I was a month in the yard.

By Mr. Ready:

Question. Did you appoint them?

Answer. Not then, sir. I appointed one of them afterwards. He insisted upon following the matter up, and I did appoint one of them some two months afterwards.

By the Chairman:

Question. State whether men were recommended to the master workman and appointed who were not carpenters.

Answer. Yes, sir; that has been done.

Question. How frequently was that the case?

Answer. It was frequently done when I went into the yard first; but Captain Rootes checked it after I was there some three or four months. There were some eight men enrolled when I went there who were not carpenters, but they did other duties, such as clerks or runners for some of the departments.

Question. Were these clerks and runners employed and rated on the pay-roll as carpenters?

Answer. Yes, sir.

Question. Then they did not perform the duties of carpenters?

Answer. No, sir.

Question. Were any men appointed by you detailed on other duty?

Answer. Only one as carpenter's clerk; that is, among those that I had charge of. Those other men who were rated as carpenters and employed as clerks I had nothing to do with.

Question. I will ask you whether any contributions were levied upon the men for any purpose?

Answer. Not upon the carpenters during my time.

Question. Were there upon the other men in the yard?

Answer. Yes, sir.

Question. For what purpose were these contributions levied?

Answer. For watches, sometimes. Mr. Turner told me had a collection made among his men to pay his expenses to Washington at one time; he told me so himself.

Question. Who were these watches and other testimonials given to?

Answer. Mr. Turner received a watch.

Question. Who else?

Answer. Mr. Merrifield, I believe, received a breastpin. Mr. Hogg, the master caulker, also received a breastpin, I think.

Question. Was this a general thing, this practice of receiving testimonials?

Answer. Yes, sir; I think so.

Question. Who contributed to them?

Answer. The men under their employ.

Question. You say this was a common thing?

Answer. Yes, sir; the most of the masters had watches, breastpins, or something of that kind presented to them, I believe.

Question. Were there any other contributions for political purposes?

Answer. Not to my knowledge.

Question. There were none during your time?

Answer. No, sir, there were not.

Question. You left before the election came off, I believe?

Answer. Yes, sir; before the last fall election.

Question. How did you obtain materials and supplies for your department when you needed them?

Answer. Once a year there was a schedule made out of what it was thought would be required for the year; and if there was anything

required which was not in the schedule it was got upon open purchase.

Question. In such cases what steps did you take to get articles upon open purchase?

Answer. I made out a requisition of what I wanted and sent it to the constructing engineer's office, for I was in his department; he signed it and sent it to the commodore, and it was then sent to the navy agent.

Question. And the navy agent purchased the article?

Answer. Yes, sir.

Question. And you received it?

Answer. Yes, sir.

Question. Did it go into the hands of the storekeeper?

Answer. Yes, sir.

Question. Did you give receipts for the articles as you received them?

Answer. No, sir; it was there in the storehouse for us to get as we needed it; we did not give any receipt for it.

Question. I will ask you from whom the articles were obtained on open purchase?

Answer. Our requisitions generally went to Mr. Secor.

Question. Do you remember his first name?

Answer. No, sir; I do not. Requisitions for lumber sometimes went to Wesley Smith and Wm. Campbell.

Question. Were the persons who furnished on contract the same who furnished on open purchase?

Answer. Not always. Wesley Smith furnished very little on contract. Mr. Campbell furnished on contract a good deal.

Question. Do you know of any relation existing between Wesley Smith and the navy agent; whether he was connected with him, either directly or indirectly, in business?

Answer. I do not, sir.

Question. Was any public property used for private use?

Answer. Not out of my department.

Question. Was any so used out of any of the departments?

Answer. Not to my knowledge. I only know of it by hearsay.

Question. I will ask you whether it was not a common practice for employés of the government to do little jobs for themselves out of the materials belonging to the government?

Answer. I have understood that it was.

Question. You do not know of it yourself?

Answer. No, sir. I never made a dollar's worth for myself while I was there.

Question. You do not know anything about this matter except from hearsay?

Answer. No, sir. I have heard that it was so, and I am satisfied that it was the case; but I do not know of any specific cases.

JANUARY 31, 1859.

LAWRENCE COHANE recalled.

By the Chairman:

Question. I will ask you whether the officers of the navy yard, the constructing engineers, &c., were efficient in the performance of their duties; and if not, what cases of neglect have been brought to your knowledge?

Answer. The commodore I was not brought much in contact with—Commodore Kearney. Captain Rootes was the captain *pro tem.* most of the time I was there. He was one of the most efficient officers I ever saw; and if the navy yard and the shops belonged to him, and everything doing there was by contract, he could not have taken more interest in it than he did. Mr. Delano was a very efficient officer; he is the naval constructor. Mr. Graham was not as attentive; I mean in comparison to Captain Rootes; he was not there so many hours in the day as Mr. Delano. But Captain Rootes was extraordinarily attentive.

Question. I want to call your attention particularly to whether you know of any neglect or remissness of duty by the officers of the yard.

Answer. No, sir; I do not know of any. I will state that, in addition to those I have already mentioned, Lieutenant Worden was also very attentive to his duty. But Captain Rootes was particularly so. I could not speak too highly of his attentiveness while in the yard.

By Mr. Boccock:

Question. What time did you leave there?

Answer. On the 9th of June, 1858. I went there on the 1st of June, 1857.

FEBRUARY 2, 1859.

LAWRENCE COHANE recalled.

By the Chairman:

Question. Did you have any conversation with Mr. Turner, the master painter, in regard to a requisition that was made for glass; and if so, what was the substance of it?

Answer. I had a conversation with him; I was making out a requisition for glass, and he asked me to put in two boxes, 10 by 12, to send down to his place on Bay Side, where he was putting up a house. I do not know whether he said it in joke or not.

Question. What reply did you make to him?

Answer. I laughed at him.

Question. What further did he say about it?

Answer. He said that I might do it as well as not. I replied, "You are a pretty fellow, ain't you." That was the very reply I made. "You are a pretty fellow, ain't you, to ask me to make out a requisition for glass to be sent down to your building."

Question. Did you do as he requested?

Answer. No, sir, I did not; I did not think he could be serious about it.

Question. Would there be any difficulty for a master workman in the navy yard to make out a requisition for more than was wanted in his department, and to apply the excess to his own use—any difficulty according to the present mode of doing business in the navy yard?

Answer. If the man was dishonest, I do not suppose there would be any difficulty.

Question. If I understand it, the articles obtained on requisition, after passing through the hands of the storekeeper formally, go into the possession of the master workman; is that so?

Answer. Yes, sir.

Question. Is there any further account kept of them after they go into his possession?

Answer. No, sir.

Question. If they are then applied to private uses, is there any way in which that could be detected?

Answer. No, sir, unless it was seen.

By Mr. Groesbeck:

Question. How could he apply the excess without difficulty to his own use? How could he get it out of the navy yard?

Answer. Of course I mean anything that he could carry out the gates secretly.

Question. What articles could he take out without difficulty and apply to his own use?

Answer. There are various things that a man could take out—various small articles that he could put in his pocket.

Question. Name some of them.

Answer. A man could take out locks and bolts—copper bolts, for instance. In fact, I know of two cases where men were stopped at the gates and searched, and copper bolts found in their pockets. They were stopped by the officer at the gate and locked up for having copper bolts in their pockets.

Question. Is there any one who has charge of these articles from the time they go into the navy yard until they are used?

Answer. The naval storekeeper has charge of them before they are delivered to the master workman.

Question. Well, after that; is there not some one who is directed to keep his eye upon them?

Answer. The master workman has a clerk, or an assistant who acts as clerk, who does the writing required in that department, and keeps the books of the master workman, and he has charge of these things. He has these things generally in the room or office where he does his writing, and gives them out as they are required.

Question. How could that matter be remedied? What further checks could be had to prevent the possibility of appropriating things to their own use than you have shown now?

Answer. They might do so by being required to give an account to the chief of that department of the material they have on hand and the material they use, giving this account daily instead of monthly.

Question. They do it monthly now, do they?

Answer. Yes, sir.

Question. Do not the accounts show whether all the materials that have come into their hands have been used in the yard or not?

Answer. I do not know. These accounts, so far as I know of them, are hardly ever examined; at least they are not examined very critically.

Question. Whose fault is that?

Answer. I would suppose it was the fault of the chief of that department.

Question. Whose fault would that be in the case you refer to of the locks and bolts?

Answer. The constructing engineer has charge of that department. The copper bolts were taken from the naval constructor's department.

Question. Do you mean to say that he is negligent in the performance of his duties?

Answer. No, sir, I do not mean to say that. But there is a general looseness throughout the yard, I think, not in his case particularly, but in the case of the others, also.

Question. Did you testify of your knowing of any property being applied to private uses?

Answer. I know of nothing except from hearsay, nothing of any consequence.

Question. When were you turned out?

Answer. On the 9th of last June.

By Mr. Bocock:

Question. Were you under the naval constructor?

Answer. No, sir; I was under the constructing engineer of the navy yard.

Question. When you drew any articles from the naval storekeeper, any materials for use, did the naval constructor examine them?

Answer. No, sir.

Question. Did he never have anything to do with them?

Answer. No, sir. The naval constructor had nothing to do with them.

Question. Did the constructing engineer, the chief of your department?

Answer. No, sir. It was the duty of the assistant constructing engineer to price the articles and see whether they were exorbitant. When the articles came into the storehouse, those which I may have called for for my department, I would go to the storehouse and would ask if Mr. Hastings, the assistant constructing engineer, had passed them; if not, then I would have to hunt around and look him up, and get him to come and examine them, and pass them before I could get them from the naval storekeeper. Sometimes he will have examined and passed them before I go to the store to see if they have come; and in that case I could take them right away. Generally speaking, it was necessary that he should look at these articles and price them and pass them.

Question. The requisition is first made for these articles?

Answer. Yes, sir.

Question. Does the constructing engineer or the assistant constructing engineer have a general requisition over the work under him, and the use of the materials under him?

Answer. Yes, sir.

Question. Suppose he was an efficient officer, would there be any opportunity afforded them to squander the materials and misuse them; or if it was done, would he not be able to detect it?

Answer. He would, generally speaking; but you must recollect, however, that the works in the yard are very extensive.

Question. Were the constructing engineer and his assistant efficient officers?

Answer. They did their duty so far as circumstances would admit, so far as my knowledge goes. The constructing engineer urged me to get along as fast as possible with the work.

Question. You spoke the other day of a letter you received from Mr. Cochrane; have you that letter with you?

Answer. I think it is in New York; I am satisfied that it is.

Question. You then stated, I believe, that Mr. Cochrane had written you a letter, saying that if you did not appoint a particular man he would have you turned out?

Answer. Yes, sir; that he would have charges made against me, and have me turned out.

Question. Did you appoint those men?

Answer. Subsequently I appointed one of them. I did not at that time.

Question. Did you find him to be a competent mechanic?

Answer. No, sir, he was not.

Question. What did you do with him when you found him to be incompetent?

Answer. I retained him, of course, under the circumstances.

Question. When was it that you appointed him?

Answer. It was in August or September, I think; and I would say that he was not the only incompetent man I had.

Question. In what year did this take place?

Answer. In 1857.

Question. You did not appoint the other man you was requested to appoint?

Answer. No, sir, I did not appoint him just then; and I received some more letters from Mr. Cochrane.

Question. Did you ever make complaint to the commandant of the yard, or to the Navy Department, that these incompetent men were forced upon you?

Answer. No, sir, not to the commandant.

Question. Did you complain to any one?

Answer. Yes, sir, I complained to the constructing engineer; he was the chief of my department, and I communicated it to him.

Question. You reported to the constructing engineer that you had an incompetent man?

Answer. Yes, sir; I had several of them.

Question. What reply did he make?

Answer. He was not in favor of having these men employed there; but the inference was that if these men were strongly backed with political influence they would have to be employed there. That was the general impression throughout the yard.

Question. Do you know whether the constructing engineer made any statement of the matter to the commandant of the yard?

Answer. I do not.

Question. And you do not know whether it was ever reported to the bureau that there were incompetent men employed?

Answer. No, sir; I do not.

Question. Who is the constructing engineer?

Answer. Mr. Charles K. Graham.

Question. Do you know whether Mr. Cochrane did lodge information against you before the department?

Answer. I do not.

Question. Were you ever informed of any charges made by Mr. Cochrane against you?

Answer. No, sir. I was informed that he went to a certain individual in his district, and got a certificate from this individual that this workman whom I refused to appoint was a good workman; that this individual stated that he gave this certificate because he wanted a favor from Mr. Cochrane, though he knew at the same time that the man was not a good workman.

Question. Do you know that he made the statement to Mr. Cochrane that the man was incompetent, and that he was giving a false certificate?

Answer. No, sir; I understood afterwards that he said the man was incompetent; this was afterwards told me by a friend whom he told.

Question. Do you know whether you were ever arraigned by the competent authorities above you upon any charges made by Mr. Cochrane against you?

Answer. Not that I am aware of.

Question. You were never called upon to answer any?

Answer. No, sir.

Mr. Chairman, there was one question you asked me the other day, I should like to explain a little further. You asked why there was not that amount of work done in the yard that was done outside. I will explain why I think that is so. It is owing to the political influences which govern there, and which is an essential detriment in getting employment there, instead of ability, mechanical skill, and meritorious conduct by the performance of duty; these are generally not recognized in a man.

By the Chairman:

Question. Will good mechanics of either party apply for work in the navy yard, if they have to ask for these political influences?

Answer. It is very rarely that they will do it. A good workman will not follow a politician up for a job. It is the poorest who harass them the most.

By Mr. Groesbeck:

Question. Do you say that the work done in the yard was not so good as that done outside?

Answer. I did not say that.

Question. What did you say?

Answer. I said that there was not one-half the work done in proportion that there is done outside.

Question. I understood you to say, in the course of your examination, that persons were taken in who were not good mechanics?

Answer. Yes, sir, I said so.

Question. State whether the character of the work done—I am not now speaking of the amount of work done—is not better than that done outside?

Answer. No, sir; it is not so good, generally speaking.

Question. Do you say the character of the work is not so good?

Answer. It is not, generally speaking.

Question. You say that a good mechanic will not take a recommendation to the navy-yard?

Answer. No, sir; I do not say that. I say that, generally speaking, a good mechanic will not follow up the politicians in order to get employment in the yard.

Question. Were you a good master workman in your department?

Answer. I would prefer to have some one else answer that question.

Question. Did you follow up any politician to get your place?

Answer. I never asked for it; I never sought for it; I never knew anything about it until the appointment was made. I am no politician.

By Mr. Ritchie:

Question. How long were you in the yard?

Answer. From the 1st of June, 1857, to the 9th of June, 1858.

Question. Were any charges made against you before you were turned out?

Answer. Not that I am aware of.

Question. Did you ever hear of any being made?

Answer. No, sir.

Question. Do you know for what you were turned out?

Answer. As I stated before, I could not state positively; but, to the best of my judgment, it was on account of Mr. Haskin's course last session in regard to Lecompton.

By Mr. Groesbeck:

Question. Who recommended men to you for employment in your department?

Answer. Members of Congress.

Question. What members of Congress?

Answer. The New York members.

Question. What members, particularly, of the New York delegation?

Answer. Some of them recommended more than others.

Question. Who recommended the most?

Answer. Mr. Taylor had the largest number of men in my department while I was there.

Question. Were they there when you went in there?

Answer. Yes, sir.

Question. Who made the most recommendations to you to put in men?

Answer. I think when I first went there I had more men from Mr. Taylor's district; afterwards I had more men from Mr. Haskin's district. But I had men from all their districts: from Mr. Cochrane, Mr. Haskin, Mr. Taylor, Mr. Searing, Mr. Horace F. Clark, &c. There were nine members among whom I intended to divide the appointment of men in my department. It was stated to me that it was the wish of the department to proportion the men employed there among the members of Congress.

By Mr. Bocock:

Question. Who stated that to you?

Answer. Several persons stated it to me.

Question. Name some of them.

Answer. The constructing engineer stated it to me.

Question. Did Mr. Clark ever recommend anybody to you, either in person or by letter?

Answer. Mr. Clark never sent but one letter to me; he troubled me less with letters than any of the other members.

Question. How many did he recommend to you?

Answer. He sent but one letter to me.

Question. Did he recommend anybody in person?

Answer. He sent one or two men to me by Mr. Alexander Ward.

By Mr. Groesbeck:

Question. Where are you now stopping?

Answer. I am doing business in New York City.

LAWRENCE COHANE.

NEW YORK, *June* 13, 1857.

Mr. COHANE: Mr. Cullen tells me that you are to take men on on Tuesday; now I ask you to take *him* on and the others I have asked you to take on. I *will* have my proportion of men under you; if you do not give them I will lodge charges against you. You have turned away all the men but one from my district already. Of this I have complained to the Secretary, and now, unless you rectify this injustice, I will make application that you be turned out. The bearer will bring me an answer.

Yours, &c.,

JOHN COCHRANE.

No. 17.—TESTIMONY OF WILLIAM MERRIFIELD, BROOKLYN NAVY YARD.

JANUARY 31, 1859.

WILLIAM MERRIFIELD called and examined.

By the Chairman:

Question. Mr. Merrifield, what is your present occupation?

Answer. I am a master blacksmith.

Question. In the Brooklyn navy yard?

Answer. Yes, sir.

Question. How long have you been there?

Answer. It will be six years on the 29th of April.

Question. How many men have you usually had under your charge?

Answer. The general average will be about eighty men.

Question. There are smiths, helpers, and laborers in your department?

Answer. Yes, sir.

Question. Who selected the men under your department?

Answer. Previous to a year back, I had the selection of them.

Question. During the last year how have they been selected?

Answer. Indirectly, I have not had the selection.

Question. What was the mode of selecting them during the last year?

Answer. It was by members of Congress recommending them to us.

Question. State whether or not you were compelled to appoint those named to you by members of Congress?

Answer. I was, sir.

Question. By what means were you compelled to appoint them?

Answer. By threats that if I did not do so I would be discharged.

Question. Who made those threats?

Answer. Mr. Cochrane and Mr. Kelley; the others did not.

Question. State whether any disputes arose between members of Congress in regard to the division of the patronage in your department?

Answer. I presume there did; there was considerable wrangling, as I have heard.

Question. Don't you know it to be a fact?

Answer. Yes, sir.

Question. What was the character of the men recommended by members of Congress to you?

Answer. Nine out of ten were an inferior class of men.

Question. Men who had been active in political matters?

Answer. Yes, sir.

Question. And recommended on account of their standing or influence in the party?

Answer. It was pretty much so, sir.

Question. What effect had that upon the power of your department to do effective labor?

Answer. It was very injurious to me, sir; it deprived me of the power of conducting the work in the manner that I should like to have conducted it.

Question. State whether or not the men recommended to you were skilled in the trade of blacksmithing.

Answer. They were not in most cases, but there were some rare exceptions. In the first place, a good mechanic will not humble himself enough to go to a politician to seek for a job of work, as his mechanical qualifications will always recommend him, and he can always get employment. But these fifth rate fellows who cannot get employment outside, will make themselves very influential with politicians for the purpose of getting employment in the navy yard; and that is the class of men that is forced upon us the hardest. I would,

at any time, thank a member of Congress for recommending a good workman to me, for it would be a pleasure to employ him.

Question. Were there men sent to you by members of Congress as smiths who had no experience at all in the trade?

Answer. There were some who had very little experience, if any, particularly in our line of business. Men have been recommended to me who were very good carriage smiths and very good horse-shoers, but who knew nothing about steam engines or the ironing of ships. Our work is very heavy, and it requires long practice to learn it so as to be experienced in it.

Question. Were these difficulties brought to the attention of your superior officer?

Answer. Yes, sir; I always did so; I reported it to the naval constructor and to Captain Rootes, time and again.

Question. What did the naval constructor say when you reported it to him?

Answer. He said he was sorry for me, but he could not help it.

Question. Was you informed where these orders emanated from?

Answer. It was reported that they emanated from the Secretary; it was his order to distribute the patronage of the different departments.

Question. Do you know that?

Answer. I do not know it; I have heard so.

Question. Did the naval constructor say anything to you about where the orders came from?

Answer. No, sir.

Question. When you made complaint to Captain Rootes, what did he say?

Answer. He said he saw it, but he could not help it.

Question. Where master workmen refused to appoint these men, what was the result?

Answer. As I before remarked, we got threatening letters at times; it was not always so; some members of Congress would not write a letter of that kind.

Question. Have you letters of that character with you now?

Answer. I have none with me, but I have them at home.

Question. I will ask you to send us some by mail, directed to me, and I will attach them to your deposition.—(See appendix.)

Answer. I will do so, sir.

Question. I will ask you what amount of work can the laborers you had employed perform in comparison with well selected and skilled laborers in that business?

Answer. I have got now some as good men as ever worked at a smith's forge. I have some men who have been in the yard twenty-five and thirty years, and we keep them there because they are practically experienced in naval matters in ironing off ships, working on steam engines, &c.; I have increased my force unnecessarily, because I could not discharge these men to make room for inferior men. I say I have increased the number for that reason, and could do with less

if I had my own management of affairs; that is the plain matter of fact.

Question. What is the comparative value of one of these men recommended to you by members of Congress with one of your own laborers?

Answer. About one-third.

Question. Was there any effort during September or October last to increase the number of men in the navy yard, to your knowledge?

Answer. Yes, sir; there was.

Question. How general was that?

Answer. It was pretty extensive.

Question. Who made that effort?

Answer. All the members of Congress in the different districts.

Question. What was the increase of force?

Answer. There was quite an increase throughout the yard. In my department I increased my force some 25 men.

Question. What motive was urged upon you to increase your force?

Answer. Merely to find places for men who were recommended to me for political purposes.

Question. Was you compelled to yield to this demand to any extent?

Answer. Yes, sir.

Question. Can you state about the number of men that, in your judgment, taking the whole navy yard through—the number of men was about 2,300 in October, I believe?

Answer. Yes, sir.

Question. Well, can you state how many useless men there were in the navy yard in October? State as near as you can judge.

Answer. I could safely say that we could have done with one-fourth less.

Question. Was there the same general increase throughout the other departments?

Answer. Yes, sir; it was through the whole yard.

Question. I will ask you whether it was not understood that particular master workmen were to administer their patronage for the benefit of particular members of Congress?

Answer. Yes, sir; that was the case.

Question. These divisions of patronage were well known among the master workmen and among the officers in the yard?

Answer. Yes, sir.

Question. With regard to the division among the master workmen, can you state the proportions?

Answer. The yard was canvassed about a month ago, and the result was sent to the Navy Department; they have it on file.

Question. As to the number of appointments in each district?

Answer. Yes, sir.

Question. I will ask you whether any levies or contributions were ever made upon the men for testimonials or the like.

Answer. None, sir, to my knowledge, unless they were voluntary.

Question. Were there any contributions or levies made for political objects?

Answer. There were contributions made, but they were not forced ones; it was previous to the election, and somebody or other around the shop raised contributions for ward purposes and divided it around; it never amounted to any great sum; there was no forced contribution.

Question. A witness by the name of Reilly has testified that in one case, several years ago, upon a requisition made by you, the navy agent purchased iron on open contract at $5\frac{1}{4}$ cents, when it was furnished to the government on contract at $3\frac{1}{2}$. Do you know anything about that?

Answer. Yes, sir; that is a fact.

Question. I will ask you whether you had any control over the price?

Answer. I had nothing at all to do with it; nothing more than when the article was delivered in the yard I was called upon by one of the storekeeper's clerks to inspect the quality of the iron. I inspected the quality, and reported it as good. The price I know nothing about, only as, in making out our monthly accounts of expenditures, we go to the storekeeper to ascertain the price of the materials that have been expended, so as to govern ourselves thereby.

Question. You did not consider yourself responsible for the price paid by the navy agent?

Answer. Not at all.

Question. You remember the fact?

Answer. Yes, sir; I know who it was that furnished it, and the man would make an affidavit before the committee that I knew nothing at all about the price.

Question. That is not necessary. The same witness testified that in another case, upon a requisition made by you, the navy agent purchased a pair of bellows for \$150, when their true value, I think, he fixed at \$80. Do you know anything about that?

Answer. There were two bellows repaired, and they were \$75 apiece, amounting to \$150. I can state the facts in regard to that case. I made a requisition to have two bellows. At that time we were blowing hand bellows in the smithery; now we go by blasting. Well, there were bellows that originally cost \$250—mammoth bellows—that we used on our heavy work; but the leather had become rotten, so that they would hold no wind, and we were obliged to have new bellows or to have these repaired. I reported to the constructor, Mr. Delano, that it was necessary to have these repaired, or to have new ones in their place, and there was a survey ordered to be held upon them; the result was that the bellows were ordered to be repaired. I made a requisition that there were two bellows in the smith's department that required repairs. It was approved by the officers of the yard and sent to the navy agent, and the navy agent gave his order to a gentleman by the name of Glazier, who was then a contractor for the yard to furnish goods. He sent to the yard for the bellows; they were repaired and returned. I was called upon to inspect them and see if they had been repaired satisfactorily; I did so, and then my duties in connexion with the matter ceased.

Question. You had nothing to do with the price?

Answer. Nothing in the world, sir.

Question. Does the master workman in practice hold himself, or is he held by the officers in charge, responsible for the prices of articles bought in open purchase?

Answer. No, sir, he does not. With regard to these bellows, Commodore Boarman was captain of the yard at the time, and he was so particular about endorsing bills, for fear there would be overcharges, that he even ordered a board of officers to examine these bellows. The board consisted of the chief naval constructor, the chief engineer of the yard, and Lieutenant Boggs, I think—I am not positive about him, but I think it was him; he was first lieutenant of the yard—and they reported that the charges were reasonable, and I thought they were myself. The idea of paying \$75 to repair a bellows might appear large in the estimation of you gentlemen, but if you could see the bellows you would form a different opinion. They were tremendous bellows—the largest class of bellows ever used in the smith's department, and originally cost \$250. I discharged that gentleman, Mr. Reilly, and it was nothing but malice that ever brought him here.

Question. When was the pressure upon you and other master workmen in the navy yard the strongest for appointments?

Answer. Just previous to the State election.

Question. The last November election?

Answer. Yes, sir.

Question. Was there any reduction made in the force after election?

Answer. Yes, sir.

Question. To what extent was the reduction carried?

Answer. I dare say there was about one-third of the actual force in the yard dismissed. It might not have been so extensive; it would be safe to say one-quarter.

Question. I will ask you whether the men employed in the navy yard do as much work as persons in private employment on the same wages and the same work?

Answer. No, sir, they do not do as much work; but they do their work a little better, take a little more pains, and finish it up with a little nicer taste; consequently, there is not so much done.

Question. What is the proportion?

Answer. I should say two-thirds.

Question. Of the men recommended by these members of Congress, what is the proportion of men born in this country and men born out of the country, as near as you can give it?

Answer. I suppose that two-thirds were born out of the country.

Question. Were they native or naturalized citizens?

Answer. Naturalized citizens.

Question. Do you know anything about any materials being taken from the navy yard?

Answer. I do not, sir.

Question. Do you know anything about public property being used for private purposes?

Answer. I do not, sir.

Question. Do you know anything about the sale of employment in the navy yard by any one?

Answer. No, sir; I have heard a good deal of that, but I have never known a positive instance of it.

Question. You have never known a case to occur, within your own knowledge?

Answer. No, sir. I have always looked upon it in this light—it would be a perfectly suicidal course, for it must come out. There is no such thing as preventing such a thing from being exposed in a short time.

Question. Has not the complaint been general that such a practice existed?

Answer. Well, sir, I have had offers of that kind often. I have had men send their wives to me to get their husbands employment, saying that their husbands would give twenty-five dollars for a situation; but I always refused such offers.

Question. Whether such offers have been accepted by others you cannot say?

Answer. No, sir; I cannot say.

Question. Was this offer of money for employment a general thing?

Answer. Well, sir, I was only cognizant of that which took place in my own department.

Question. Do you think it was a general thing?

Answer. Yes, sir, I should think it was.

By Mr. Bocock:

Question. Was there any great increase in the number of workmen in the navy yard made before election?

Answer. Yes, sir.

Question. How long before?

Answer. About a month before election.

Question. I mean to fix the time between the discharge of Captain Rootes, which was about two weeks before the election, and the election. Was there any great increase during this time?

Answer. I do not think there was any great increase in that time; there was some, but not to any great extent.

Question. When this diminution of the number of men was made was there any diminution of the work? Had you gotten off any work in the mean time?

Answer. Yes, sir.

Question. What work?

Answer. There were two or three of these vessels attached to the Paraguay expedition.

Question. Was the diminution of the number of men proportionate to the diminution of the work, or did you understand it to be a diminution of the number of men because the election was over?

Answer. Oh, no, sir; that was not the case. It was merely this: We had an order of the constructor to curtail the number of men in our different departments—as many as we possibly could, keeping enough to conduct the work that was then under way; and discharges were made accordingly.

Question. Have you been cognizant of work done for the govern-

ment in other departments of business—have you known anything about the manner in which work is done for the government in other places besides the navy yard?

Answer. Yes, sir.

Question. Do men in the employ of the government work as much as men in the employ of private individuals?

Answer. No, sir.

Question. How does the amount of work done in the New York navy yard compare with the amount of work done for the government in any other department of public work; for instance, the work on this Capitol, or anything else, within your knowledge?

Answer. I should not think there was much difference; men do not do as much work in the yard as they do outside for individuals.

Question. Who was the navy agent at the time of the repair of the bellows that has been alluded to?

Answer. Mr. Swackhamer.

Question. I understood you to say that you discharged Mr. Reilly from the yard?

Answer. Yes, sir.

Question. Upon what ground did you discharge him?

Answer. Well, sir, when I was an applicant for the situation he libeled me and abused me in every manner he possibly could. He was instrumental in getting up a false appointment, and had it directed to me, to get me to report myself to the commander of the yard, under the supposition that it was a genuine appointment.

Question. I will ask you what you understand to be Mr. Reilly's general character?

Answer. I can bring the evidence of members of Congress, I can bring the evidence of some of the best men in New York City, who say that they would not believe him under oath.

Question. State simply this, whether you know the general character of Mr. Reilly?

Answer. I do, sir.

Question. What is that general character?

Answer. He is a malicious person.

Question. Would you, from your knowledge of his general character, believe him upon oath?

Answer. I would not, sir.

WM. MERRIFIELD.

FEBRUARY 2, 1859.

WILLIAM MERRIFIELD recalled.

By Mr. Boccock:

Question. Did you state, in your examination the other day, anything about having incompetent men under you in the navy yard?

Answer. Yes, sir.

Question. Have you had incompetent men under you there?

Answer. Yes, sir.

Question. How were those men appointed?

Answer. I appointed them.

Question. Upon whose recommendations?

Answer. Upon the recommendations of members of Congress.

Question. What members of Congress?

Answer. Pretty nearly all from that part of the State.

Question. Do you remember any particularly incompetent men, and by whom they were recommended?

Answer. Yes, sir. Mr. Cochrane recommended some; Mr. Kelly did in particular.

Question. What did you do when you found the men to be incompetent?

Answer. In two instances I discharged them; and I then received letters from Mr. Cochrane to the effect that if I did not put that man to work again he would have me discharged; he not knowing at the time what I discharged him for.

Question. What did you do then?

Answer. Why, I employed them again, as a matter of course.

Question. Who is your superior officer?

Answer. The naval constructor, Mr. Delano.

Question. Did you report this matter to him?

Answer. Yes, sir.

Question. Did he or you ever report it to the commandant of the yard?

Answer. No, sir; not that I know of.

Question. Do you know whether anything of this sort ever came to the knowledge of the bureau?

Answer. I do not think so. I complained to Captain Rootes about it, as I did also to Mr. Delano, the naval constructor.

Question. You say that Mr. Cochrane wrote to you that if you did not put the man back again you would be turned out?

Answer. Yes, sir.

Question. And you put him back again?

Answer. I did.

Question. Were you doing justice to the government in putting him back again when you knew he was incompetent?

Answer. No, sir.

Question. Did you prefer your office to doing justice to the government?

Answer. In this case it was simply a question whether I would lose my place or put that man to work, and I preferred to retain my place.

Question. In how many cases were incompetent men recommended to you by Mr. Cochrane?

Answer. In two cases particularly.

Question. Did Mr. Clark ever recommend any man to you?

Answer. Yes, sir.

Question. How many?

Answer. Some four or five.

Question. Did you appoint any of them?

Answer. Yes, sir.

Question. How did they turn out?

Answer. They were about the ordinary run of mechanics that are recommended there by members of Congress. I would say that in the first place, a good mechanic will not apply to members of Congress for any political influences to get a job of work. He will depend upon his mechanical merits altogether to get work.

Question. Who recommended you?

Answer. I was recommended by all the ship builders of New York, and by George Law particularly. I was appointed under Mr. Dobbin, and at the time I was appointed I was endorsed by all the members of the city and county of New York.

Question. Did you apply to the members of Congress?

Answer. Yes, sir; and they all endorsed my application at the time.

Question. Are you of the opinion that a good mechanic will not apply to a member of Congress for recommendation?

Answer. It is very rarely that he will.

Question. How many incompetent men did Mr. Kelly recommend to you?

Answer. I suppose a dozen—perhaps more.

Question. Did you put them all in?

Answer. I employed them at the time, but I discharged some of them afterwards. When I did dismiss any men, I kept the best.

Question. How many cases were there where you retained incompetent men—men whom you knew to be incompetent?

Answer. I suppose, perhaps half a dozen instances; and I wish to add that I was informed by their members of Congress that if I did not give them their portion of men they would have me discharged.

Question. What members told you that?

Answer. Mr. Cochrane told me that.

Question. Was he the only one?

Answer. Mr. Kelly did also, some three years ago.

Question. When did Mr. Cochrane make this statement to you?

Answer. I think it was some eight or ten months ago.

By Mr. Groesbeck:

Question. What is the character of the work done in the navy yard?

Answer. It is good work.

Question. Is it better than the generality of work done outside?

Answer. It certainly is. We take more pains to do our work well. We put none but the best hands on our good work; but the great difficulty with the men we employ is that they are apt to be disobedient. They depend upon the political influence of their members of Congress to be retained rather than their own merits or good behavior; and if I say anything to them they will look upon it with indifference, and, in some cases, will tell others that if I discharge them they will be put back there by my master, meaning the respective members who recommended them.

Question. Are you still employed in the yard?

Answer. Yes, sir.

WM. MERRIFIELD.

No. 20.—TESTIMONY OF JOHN A. SEARING, HOUSE OF REPRESENTATIVES.

JANUARY 31, 1859.

JOHN A. SEARING called and examined.

By the Chairman :

Question. Are you acquainted with the master painter in the Brooklyn navy yard?

Answer. Yes, sir.

Question. Upon whose recommendation was he appointed?

Answer. I do not recollect the names of those who gave him letters.

Question. Did you join in his recommendation?

Answer. I did.

Question. Was he from your congressional district?

Answer. Yes, sir.

Question. Was there any understanding between the members of the New York delegation as to the division of the patronage of the Brooklyn navy yard?

Answer. I do not know of any.

Question. Upon whose recommendations were the workmen in the Brooklyn navy yard appointed?

Answer. I suppose of members of Congress and their friends. I signed a number myself.

Question. Did you not claim of Mr. Turner and others that as he was appointed upon your recommendation you had a right to the patronage of his department?

Answer. No, sir, I never did.

Question. Has Mr. Turner done any work for you since he was master painter?

Answer. No, sir ; nor before.

Question. Has any of his employés or subordinates?

Answer. He has a man now employed who worked for me a couple of days some time before he was appointed in the yard to his present position.

Question. What is his name?

Answer. I think it is Craig.

Question. Has he worked for you any since he was appointed?

Answer. Not that I know of. I have not had but four days' painting done for three years past until this winter.

Question. Do you know of any inducements or promises made or held out to any master workmen in the Brooklyn navy yard to appoint mechanics?

Answer. I do not know that of myself. I have heard these things talked of.

Question. Do you know of any case in which the master workmen have received either money, gratuities, or presents?

Answer. I do not know of any. I do not think I have been in that navy yard, on an average, once a month since I have been in Congress. When I came into office I found that there was no important appointment from my district there, and I merely went into the yard, at the suggestion of some workmen from my district, to see if they could not

get the benefit of a share of the work then carried on; and all the intercourse I have had with these gentlemen has been at intervals when I went there to see about these applicants for place.

Question. Did you recommend workmen to these masters?

Answer. I have done that frequently by letters, and sometimes verbally; but I have told these master workmen that I would not have them to employ any man from my district who was not competent to do his work; but that matter must be left to them as the judges.

Question. Do you know of any case in which the government property was used and applied to private purposes?

Answer. Not one.

Question. Have you had any correspondence with the Secretary of the Navy in regard to the division of patronage in that yard?

Answer. Yes, sir; I have been at the Secretary's office several times.

Question. State the nature and purport of that correspondence?

Answer. I went there to complain of the position of my district; that we had a great many excellent mechanics hard by the yard, and but few of them were employed there.

Question. Were these complaints made in person?

Answer. Yes, sir.

Question. What orders, if any, did you learn were issued upon your complaints?

Answer. I never heard of any.

Question. Were those complaints in connexion with the appointment of William Turner, master painter?

Answer. No, sir; he was not appointed until a long time after that.

Question. At the time Turner was appointed, did you then make complaint in regard to the distribution of patronage?

Answer. I do not think I did. The applications, recommendations, and letters of Mr. Turner were lying here a long while before the Secretary of the Navy acted upon them.

Question. Did you complain to any member of Congress that you did not have your fair share of the patronage?

Answer. I have done so often, probably.

Question. Did you ever say that, in case this was not rectified and made right, you would pursue a certain course different from what you were then pursuing?

Answer. I do not know as I ever said that. I thought there should be an equal division of these matters among the mechanics of those districts contiguous to the yard.

Question. Did you ever notify or tell any officer in the Navy Department, either the Secretary of the Navy or a subordinate, that in case Turner was not employed, and you did not receive your share of the patronage, you would not pursue a certain course?

Answer. I did not, I think; I do not recollect of any such thing.

Question. Did you have any such correspondence with the department?

Answer. I did not ; I am certain that I did not send any such letter as that.

Question. Do you remember the date of Mr. Turner's appointment?

Answer. I do not.

Question. Had you ever in your employ a man of the name of White, who did painting for you?

Answer. I had a man whose name was Craig, I think; that was merely a couple of days; I have not had four days' work of that kind of work done in three years.

Question. Do you remember any arrangement among members of Congress, or any interview between members of Congress from the State of New York and the Secretary of the Navy, in which it was agreed that the patronage of that navy yard should be divided among the different districts?

Answer. I do not know of any such understanding. It may be that the Secretary of the Navy felt disposed to let each locality have a fair representation; but of his asking, or there being an understanding that it should be so, is more than I can tell.

Question. Did you ever sign any paper in regard to that?

Answer. I do not recollect that I did. I know that I was very anxious for my own district, and wanted to see these favors divided out upon a fair and equitable basis.

Question. Is there any fact in relation to the organization or the management of the navy yard at Brooklyn that you desire to state to the committee?

Answer. I know nothing more about that; I have made application to have men employed but could not get them in. A portion of my district has a great number of mechanics; at Green Point the ship carpenters are the largest interest there. A great many mechanics in my district during the recent crisis were thrown out of employment, and have been anxious to get into the navy yard.

By Mr. Groesbeck:

Question. Did you ever recommend a man to a mechanical department who was not himself a mechanic in that particular line?

Answer. Not that I know of; I have told them a number of times that if I sent them men who were not mechanics, they were judges of that, and should not employ them. I have no doubt I have recommended such men, not knowing who they were, but they have been discharged, I believe.

By Mr. Bocock:

Question. Is the patronage of that yard equally divided among the several districts?

Answer. I expect that Brooklyn has the largest share; I do not know.

Question. How many appointees are there from your district, as far as you know?

Answer. I should think probably thirty or forty; but that is mere guess work with me.

By the Chairman:

Question. Can you state anything about any mismanagement of the

yard; any failure of the workmen to do their duty, or of their getting pay and absenting themselves?

Answer. I know nothing about that; I do not live within twenty miles of the navy yard, and I only go there when I wish to do an act of kindness for one of my friends, or have some business with one in the yard. Indeed, I do not think I know all the bosses in the yard. There are a number of departments therein which I should not know those who have charge of them, if I were to go in the yard.

Question. Did you say that these men employed to do this painting for you were not then employés of the government?

Answer. They were not in the employ of the government then, but I think that Mr. Craig was soon afterwards appointed foreman.

Question. Where did you make the contract with these men to do this painting?

Answer. At my private residence. I think that Mr. Craig was appointed very soon after this to the position formally held by Mr. Fitzgerald. I think so, but I have not been in the yard for the three months past, that I know of.

Question. Was the paint used to do this painting some of the paints of the government?

Answer. No, sir; not one particle of it; I bought it for myself.

Question. Were there any men from the navy yard attending the congressional conventions in your district?

Answer. Mr. Turner was a delegate to the county convention.

By Mr. Bocock:

Question. Does it come within your knowledge that gentlemen from the navy yard participated in conventions in districts where they did not then reside?

Answer. I never knew anything of the kind.

JOHN A. SEARING.

No. 40.—JOHN L. WHITE.

FEBRUARY 4, 1859.

JOHN L. WHITE called and examined:

By the Chairman:

Question. Where are you employed?

Answer. In the Brooklyn navy yard.

Question. What is your position there?

Answer. Journeyman painter.

Question. Who is your master workman?

Answer. Mr. Turner.

Question. Where is he?

Answer. In New York, I suppose.

Question. Do you remember any occasion in which some white lead was taken from the navy yard to paint Mr. Turner's house?

Answer. No, sir.

Question. Do you remember any occasion when any paint was taken away from the yard in a boat?

Answer. I do, sir.

Question. State all that you know about that matter.

Answer. There was a keg of lead taken from there. At that time we were at work on what is called the Block, which is a small island by itself; we were painting inside the shell house, an addition built to the old shell house; I was at work there, and Mr. Fitzgerald was then our foreman; he gave me an order to take a keg of lead from the shop and put it in the boat, and I supposed at the time that it was for use there at the time; there were some bags there, some hammock bags, painted black, and there was an old one there; Mr. Fitzgerald said, "put this lead in the bag and take it along." I did so, as he ordered me, as he was my boss when our boss was not there. I took it and put it in the boat; there were Mr. Fitzgerald, Mr. Henry S. Lightner, and myself, in the boat, and we landed it on a dock in Williamsburg, opposite this Block, and I do not know what became of it afterwards.

Question. Did Mr. Turner know anything about this matter?

Answer. No, sir; I do not think he knew anything about it.

Question. Did he ever say anything to you about it?

Answer. No, sir; he never said a word to me about it.

Question. You did what you were told to do?

Answer. I did do it at Mr. Fitzgerald's order, as I would do anything else he would tell me; I would do it if he were to tell me to take a ton of it.

Question. Did anybody else ever ask you to do anything of the kind?

Answer. No, sir.

Question. Did you do any work for Mr. Turner out of the yard?

Answer. No, sir.

Question. Did you ever do any for any member of Congress?

Answer. Yes, sir, I have.

Question. For whom?

Answer. For Mr. Searing.

Question. Who paid you for that work?

Answer. Mr. Searing did himself.

Question. At the time that you did this work for Mr. Searing were you employed in the navy yard?

Answer. Yes, sir. At the time there was very little work doing in the yard, and Mr. Searing had some work to do, and I and a man named Craig did it for him.

Question. Were you paid by the government during that time?

Answer. No, sir; as far as the boss is concerned I never received the first farthing from him at any time for that time while I was doing work for Mr. Searing.

Question. In whose district do you belong?

Answer. In the district of Mr. Searing; we belong to his district.

By Mr. Bocock:

Question. Do you know of any other public property being taken from the yard at any time?

Answer. I do not; it is something I would scorn to do for myself.

Question. Did Mr. Fitzgerald give any explanation about this matter?

Answer. He only said to me "keep quiet about it."

Question. Where did you get this lead?

Answer. Out of the paint shop.

Question. Had it been drawn by a requisition upon the naval store-keeper?

Answer. I do not know about that. I have nothing to do with that. I am only a journeyman.

Question. Do you know whether any information of this has ever been given to the naval constructor, or to the commandant of the yard?

Answer. I do not think they knew anything about it.

By Mr. Ready:

Question. Did you "keep quiet about it," as Mr. Fitzgerald told you?

Answer. Yes, sir.

JOHN L. WHITE.

No. 44.—RICHARD H. TELLER, MORRISANIA, NEW YORK.

FEBRUARY 7, 1859.

RICHARD H. TELLER called and examined.

By Mr. Bocock:

Question. Are you acquainted with Mr. Turner, master painter in the Brooklyn navy yard?

Answer. Yes, sir.

Question. Have you had anything to do with recommending men to be appointed under him?

Answer. I once wrote a note, at the request of a Mr. Donelly, asking him to appoint a man whom Mr. Donelly represented to me to be out of work, with a family in a starving condition. He asked me to write a note, and I did so, and the man was appointed, and I believe he was kept there some two weeks.

Question. Upon what consideration did you ask to have this appointment made?

Answer. None.

Question. What argument did you use in your note to get the appointment made?

Answer. I merely wrote a formal note, asking him to appoint this man.

Question. What inducement did you offer to Mr. Turner to appoint him?

Answer. None at all; I never saw Mr. Turner but twice before I saw him in this city yesterday.

Question. Did you offer him any present whatever?

Answer. No, sir.

Question. Did you ever send Mr. Turner a present of any kind?

Answer. No, sir.

Question. Did anything ever pass between you and Mr. Turner in the way of money or a donation of any sort?

Answer. No, sir.

Question. Was anything said about giving Mr. Turner any liquor on this occasion.

Answer. I believe that Mr. Edson came to the store and I said to him, "I see that your friend, Mr. Turner, is appointed, and I think I will get him to appoint a man for me." Says he, "Oh, yes; he will do it, if you will give him five gallons of brandy." I laughed at him and thought nothing more about it. A little while afterwards he came to me and said that Turner wanted me to send him five gallons of brandy; I bought it from W. E. Boram, and sent it over to him.

Question. When was this that you sent it?

Answer. I could not tell you; it was before July, I think.

Question. Was it before or after you recommended this man to Turner to be appointed?

Answer. I really could not say; I think it was. I did not see Mr. Turner but once or twice after that; I think I saw him in October or November, but he was talking with another man, and I did not interrupt him; but I know that I sent my bill out to him in October for the brandy, five gallons, at \$5 50 a gallon, and a demijohn at 75 cents, making \$28 25.

Question. Did he pay you?

Answer. He has not done so yet, but I calculate upon getting my money.

Question. What reason did he assign for not paying it?

Answer. No reason at all.

Question. What did he say to you?

Answer. I did not see him; I live out of town; I do not have time before and after my official duties for the day except to come from and return to my home, and I never see him unless he may come to my office, which he has done once or twice only; I saw him once with a friend of mine, Mr. Willis, but he was in conversation with him, and I did not interrupt the conversation.

Question. When did you send the bill?

Answer. I sent it in October last.

Question. By whom did you send it?

Answer. I enclosed it in a note and sent it by a messenger.

Question. Did you get any message in reply?

Answer. Nothing, except that the messenger said he had delivered the note.

Question. What induced you to recommend the man for Mr. Donnelly?

Answer. Mr. Donnelly said he wanted to get a man appointed under Mr. Turner, and asked me if I could get one appointed; he said that this man was in a state of starvation, and asked me to do this as an act of charity; I sat down and wrote this note, and I believe the man got the place.

Question. What induced you to think that you could get Mr. Turner to appoint this man?

Answer. I do not know. I wrote a note stating the circumstances

as they were stated to me, and supposed that Mr. Turner would appoint the man as a matter of charity.

Question. Why should Mr. Turner send to you to get liquor for him?

Answer. He knew I was in a position to get pure brandy.

Question. What position do you occupy?

Answer. I am assistant appraiser for the port of New York; and the articles that come under my care are wines and liquors. I have been called upon by Mr. Schell, by Mr. Haskin, by Mr. Sickles, by Senator Gwin, and others, to get wines and liquors for them. And I would say that Secretary Guthrie also sent to me to get him some liquor.

Question. When this man was turned out—the one that you recommended to Mr. Turner—what steps did you take about it?

Answer. I took none.

Question. What steps did Mr. Donelly take; did he come to you about it?

Answer. I really forget about that.

Question. Did he not complain to you that this man was turned out, and asked you whether the liquor was sent?

Answer. Not to my knowledge.

Question. What was said about sending liquor to Turner, in the conversation between you and Donelly?

Answer. Nothing that I know of.

Question. Did not the matter come up between you and Mr. Donelly?

Answer. Not that I know of.

Question. Was the man reappointed after being turned out?

Answer. I think Mr. Donelly got him another situation as a carpet weaver, or a weaver of some kind. I do not know, in fact, how that is.

Question. Was he taken back into the navy yard?

Answer. Not to my knowledge. I never spoke to Mr. Turner about it. I never saw him but twice since then, perhaps three times, and then I had no opportunity to speak with him, as he was busy with other gentlemen.

Question. Did you not claim some right to have this man appointed, because you had been kind to Turner in sending him this liquor?

Answer. No, sir.

Question. Did you make any allusion to this liquor matter when you wrote the letter to Mr. Turner?

Answer. No, sir.

Question. Then how came Mr. Donelly to know about your purpose to send him liquor?

Answer. He may have heard me talking about it in the appraiser's office; he may have heard me jest with Mr. Edson about it when he asked me to send this liquor to Turner. I may have told him about it.

Question. Did you ever have any other man appointed under Mr. Turner?

Answer. No, sir.

Question. Did you ever recommend any body else to him?

Answer. No, sir; not that I recollect.

Question. Was this five gallons of brandy the only liquor you ever sent to him?

Answer. Yes, sir. I never spoke to him about it at all. But I shall do so, after I leave this committee room, as soon as possible, and if he has got \$28 25 about him, I calculate to get it.

Question. Do you know any negligence upon the part of Mr. Turner, or any other person, in the yard?

Answer. I have never been in that yard but once in my life, and that was twenty-eight years ago, when I was 13 years of age, and I went over there as an errand boy. I think I know but two persons in the yard.

Question. Is Mr. Donnelly a particular friend of yours?

Answer. I do not know that he is. He was introduced to me by Mr. Willis, a friend of mine. I have known him but a short time.

Question. Is he a man of high character and good standing?

Answer. I do not know anything against him. All persons have their enemies. I heard one person speak against him, but I did not notice it.

Question. Did you, in trying to get this man appointed by Mr. Turner, allude to the favor you had done him, and ask him to do this favor for you in return for sending him that liquor.

Answer. I did not. I will say that when I was requested to send him that liquor, I understood it, as I did all other requests of the kind, to be paid for by him.

RICHARD H. TELLER.

No. 46.—LAWRENCE KEARNY, UNITED STATES NAVY.

FEBRUARY 7, 1859.

LAWRENCE KEARNY called and examined.

By the Chairman:

Question. What is your position in the navy of the United States?

Answer. I am a captain in the navy.

Question. Where were you on duty in the year 1858?

Answer. I was in command of the navy yard at New York, but was the most part of the time in Washington on court of inquiry duty.

Question. When were you removed from the navy yard at Brooklyn?

Answer. I was relieved from command on the 25th of October, 1858, by an order signed "Isaac Toucey."

Question. Have you a copy of that order?

Answer. I have the order itself here.—(See published papers from the department.)

Question. Have you a copy of your reply?

Answer. No, sir, I have not; it was simply acknowledging the receipt of the order.

Question. Please look at the paper now shown, and see if is your reply?

Answer. [After reading the paper.] Yes, sir, it is; I was ordered by the Secretary to report by letter.

Question. Had you any controversy, or conversation with Mr. Taylor, member of Congress from the Brooklyn district, shortly before your removal?

Answer. Yes, sir; I had.

Question. State fully that conversation; all about it.

Answer. It commenced by his calling at the house where I was stopping in the yard, the commandant's house, for I was not living in it at the time, but was only occasionally there; he came to me at the commandant's house, and spoke to me about whether some men had been taken on the list at the yard; I told him yes; the constructing engineer had represented that certain men were wanted, and they were accordingly taken on; their services were apparently required. On this being told him, he seemed to be very much disconcerted and disappointed, and made some remarks which produced a reply from me that he (Taylor) should attend to his duties in the Congress of the United States, and I would attend to mine as commandant of the yard; that was the worst thing that was said; he said something about laying it before the department; but he did not show me any list of men, and did not name any men or any class of men whom he wanted to have put on; that was about all the conversation; he left very soon after, and appeared to be agitated a little.

Question. Had he previously applied to you for the appointment of men in the yard?

Answer. Not for any unusual quantity of men. There were sometimes applications made for one or two; I never particularly noticed anything extraordinary. He may have done so, but I have no particular recollection about it.

Question. How frequently did he apply for the appointment of men under the master workmen?

Answer. I have not charged my mind with it sufficiently to say how many times, but I think very seldom. He appeared to be a good deal in the yard; but the appointments did not come directly from me. The general plan, as I understand it, was, that these applications went through the master workmen, and then around until they eventually came to the commandant, with the approval of some of the departments, the constructor, or some of them in the yard; the commandant of the yard was guided by that, and usually approved, but it does not lie with him.

Question. After Mr. Taylor went away in the manner you have described, did you hear anything more from him?

Answer. No, sir; I heard nothing more from him.

Question. How soon after that did you receive this order of suspension?

Answer. It was three or four days; but I learned that he had nothing at all to do with it; he disclaimed anything of the kind.

Question. From whom did you learn that?

Answer. I cannot say; I only understood so.

Question. From whom did you understand it?

Answer. I am not confident now; it was a matter of very little importance to me at the time whether he had or had not; but I am

under the impression that it did not result from his application at all.

Question. Do you know whether he did apply for your removal?

Answer. No, sir; I do not.

Question. What did he say when he left you?

Answer. He said something about making a statement to the department. I told him that was very well if he chose to do it. I do not think that he alluded to my removal from command, but to getting these men in. He may have had such an allusion, but I do not know whether he had or not.

Question. I will ask you whether you have ever refused to appoint the men when a list was sent up to you by the master workmen, and approved by the constructing engineer?

Answer. I have not in such cases. I have in individual cases when men have been applying to be put on; there were applications of that kind frequently.

Question. Without applications from the master workmen, have you ever felt it to be your duty or within your power to appoint them?

Answer. No, sir; I have not. I considered that a matter perfectly independent of the commandant of the yard; that has been the practice.

Question. Had you any correspondence with regard to the subject?

Answer. I had with Mr. Graham, the constructing engineer; and I submit to the committee that Mr. Graham be telegraphed to to have that correspondence sent here.

Question. What is the purport of it?

Answer. It is in relation to the employment of men. There were some cases where there was difficulty about it, and there was some correspondence on the subject.

Question. Who commenced that correspondence?

Answer. It commenced, I think, with Mr. Graham himself. Those were matters that occurred occasionally, but they did not make much impression on my mind.

Question. Can you give the substance of that correspondence?

Answer. I have not charged my mind with it; I should prefer to have it sent on.

Question. In its absence, please give the purport of it?

Answer. It was in relation to the right of appointments in the yard. There was a little difficulty about the right of making appointments, or something of that kind; but there was nothing that I have thought it necessary to keep any particular record of. It is on the files of the navy yard.

By Mr. Boccock:

Question. Have you any knowledge that the conversation between you and Mr. Taylor ever reached the department at Washington?

Answer. No, sir; I never heard of it afterwards. I had no correspondence with him. There was an error made in a newspaper called "The Times" which I thought did me injustice, and I wrote a note to the editor of the "Journal of Commerce," and amended that.

Question. To what did you understand Mr. Taylor's allusion to the

department to refer? Was there nothing connected with that remark of Mr. Taylor to show what he did mean?

Answer. It was doubtful to me what he did refer to; I could not tell. I thought it a very singular remark, because it was an interference with the department, and it appeared to be uncalled for. I could not divine what he meant, nor do I know now what he did mean.

Question. From what you know, have you any reason to attribute your discharge from the yard to Mr. Taylor's interference?

Answer. No, sir; there was nothing to lead me to suppose so. It may not be out of place to say, for I suppose it has been told here before, that the master workmen of the yard have control of this matter far above the commandant of the yard, and thus little difficulties may occur.

L. KEARNY.

No. 39.—JOHN COCHRANE, HOUSE OF REPRESENTATIVES.

FEBRUARY 4, 1859.

JOHN COCHRANE was sworn and examined.

By the Chairman:

Question. What has been the action of yourself and other members of Congress in regard to appointments in the Brooklyn navy yard?

Answer. It has been generally understood by all the democratic members from the city and county of New York and the adjacent districts that the patronage of the Brooklyn navy yard was to be equally and proportionably distributed among them. This understanding was not only by them, but was known to the authorities in Washington.

Question. Before you proceed, I will ask you whether any arrangement with regard to this division of that patronage was made here in Washington from an interview with the Secretary?

Answer. I cannot say it was an arrangement. I would not like to impose upon it that designation. I should say that the state of facts was more nearly represented by the word understanding. This understanding was notorious; so generally and well known, not only by the members, but by their constituents who sought for office, that it imposed upon each one of the members, to my personal knowledge, a corresponding obligation of effort to obtain patronage for his constituents. Under such an obligation, so imposed, I have from time to time endeavored to procure office for my constituents and employment in the navy yard. Under that understanding by my constituents, have I been for the last year besieged and beset by hundreds of claimants, at my house and in my office, until now, having been driven from my office, I am in doubt whether I shall return to New York. I wish to be understood that in all applications made I have made them with the sincere desire to procure employment for those in whose behalf I apply; but never have I applied for a person whom I deemed unworthy. In every instance of application made I have informed those to whom the application was made that if the person applying and successful in procuring work was idle, or in any way unworthy, he should at once be discharged. I have from time to time written very sharp letters—I may call them threatening letters—to different masters in the yard, complaining that they did not comply with what

they understood and ought to know was the rule to be observed among members of Congress regarding their constituencies; and stating that if they would not comply with that rule I should complain of them to the department here in Washington. I think that, as compendiously as possible, represents a full view of New York politics as regards the navy yard and the position which I, as a delegate from the city of New York, bear towards it.

By Mr. Ritchie:

Question. Do you remember a particular instance in which you wrote one of the letters you refer to?

Answer. Yes, sir. It occurs to my mind now, not from present reflection but by reason of having been reminded of it by Mr. Merrifield, who, a day or two since, stated to me that he had mentioned, in the committee, the fact that I had written a menacing letter to him. My answer to him was that I remembered having written to him that letter; that I afterwards met him, and he explained the reason for not complying with my wishes, which reason was satisfactory to me. However, I wish to say, in this connexion, that I stated distinctly to Mr. Merrifield, upon all occasions, that he should not for one moment retain a person recommended by me, or give him employment, against whom there was evidence of unworthiness in any respect.

By Mr. Bocock:

Question. Mr. Merrifield stated that with regard to two men he found them incompetent and discharged them; but that you wrote that if he did not put them back you would complain against him. What statement do you wish to make with regard to that?

Answer. I recollect no occasion on which he discharged any man whom I recommended to him for incompetency. I am quite certain that if ever the cause of the discharge of any of my friends was incompetency, had I have known it, I should have assented to it at once.

Question. Why, then, did you take it amiss that he discharged them?

Answer. That I was entitled to those men, and that he was wrongfully treating me as one of the democratic delegates.

Question. Has the understanding of the equal distribution of the number of men been effectuated? Was it the fact that the number of men was taken equally from all the different districts?

Answer. I will state that my impression was, before coming here and until within about two weeks, that it was most unequally distributed, and especially so with reference to myself. I supposed that Mr. Taylor, of Brooklyn, had a largely disproportionate number. But within two weeks I have seen a return at the Navy Department, by which it appears that Mr. Taylor has a large preponderance; that Mr. Maclay has the number next to Mr. Taylor, and that the number from my own district ranks next to Mr. Maclay's. Therefore I am now of the impression that while the patronage is disproportionately dispensed, yet the disproportion was not so great as I had supposed.

Question. Was there any reason connected with the location of Mr. Taylor's district why he should have more than an equal share?

Answer. I think there is a reason why he should have more than

other democratic members, and that is his locality. But I have never supposed that a reason for so great a disproportion in his favor as I have supposed him to possess. I may say that I have informally expressed to the Secretary of the Navy the opinion that he should have a larger share than the others.

Question. Do you remember writing a letter to Mr. Cohane?

Answer. Yes, sir; I have a general recollection of having written a sharp letter to Mr. Cohane, under some degree of excitement occasioned by the representation that Mr. Cohane would not employ in his department a single person from my district.

Question. Do you know John Ross, of Brooklyn, now master carpenter in the navy yard?

Answer. Yes, sir.

Question. Do you know whether he holds any office in the city of Brooklyn?

Answer. No, sir; I do not.

Question. Do you know whether he is assessor?

Answer. I know him only as I have seen him in the capacity of master carpenter in the navy yard two or three times.

Question. Was there any effort upon your part, or upon the part of other members, so far as you know, to have a large number of men appointed just before the last State election?

Answer. My answer is, no, sir; but I should say, in connexion with that answer, that as the election approached applications increased; and it was my case, and I presume it was the case with other members, that there was a corresponding increase of applications upon our part for positions there, but upon my part, at least, without any urgency or request that the number of persons in the navy yard should be increased because of our wants. My applications to the navy yard for employment for men have always been in reference to the number of men wanted by the department here.

Question. Do you visit the navy yard often?

Answer. Never, except when driven there by applications from my constituents.

Question. Are you able to suggest anything about the management of the yard; any abuses to be reformed, or anything of that kind?

Answer. No, sir; I do not know that I can. I should say that I have heard reports, and rumors, and charges; but as to the facts constituting the rumor, or report, or charge, I am entirely ignorant.

Question. I understand you to say that you have never asked that a man should be put in or retained when you have known him to be incompetent?

Answer. I have not. On the contrary, I repeat, I have always told every master or person to whom an application of mine might be sent, that I wished no unworthy or incompetent man appointed; and that upon the discovery of unworthiness, in any particular, he should be at once discharged.

By Mr. Groesbeck:

Question. What has been the practice in that yard heretofore in reference to recommendations of members of Congress? Has there been any such practice; and if so, how long?

Answer. Previous to this Congress, I think there was but one democratic representative from the city of New York. Under the democratic administration of General Pierce, my impression is that nearly all the patronage of the yard that was bestowed in the city of New York came through the member, John Kelly. This I speak from general observation and report, never having had my attention particularly directed towards it at that time.

Question. How was it during Mr. Fillmore's administration?

Answer. I am entirely ignorant of that. I paid no attention to it then.

Question. In regard to these recommendations, did you, yourself, when you recommended a person to a particular department, make any inquiry as to his fitness?

Answer. In all cases. There may have been exceptional cases, although I do not now recollect them; but if so, they were very few. In all cases, therefore, with that condition, the persons applying to me have come recommended by the principal men in my district; and I have uniformly and in every instance given my recommendation and request under the impression that the appointee was a proper man.

Question. Were they appointed politically, or as mechanics?

Answer. Where they were mechanics, they were recommended to the proper department, but also as democrats. For instance, if a republican came to me to be recommended I could not recommend him, and would not recommend him as a democrat, and would, all things else equal, prefer a democrat. I should say that in exceptional cases I have recommended without reference to politics where there was want and destitution.

Question. Is there not a great surplus of mechanics in each of the New York districts?

Answer. It is true, more or less of them all. My own district, I think, has a greater surplus of mechanics than any other district in the city.

Question. Is the navy yard able to get good mechanics in each and all districts?

Answer. I think it has for the last year. Perhaps I cannot answer that better than by a general statement that in good and prosperous times, I am told, and my observation confirms it, that there is very little application among mechanics for work in the navy yard, the demand in the city being quite ample to furnish them support and employment; but during such times as we have had for the last year, so many have been out of employment that the pressure for employment by regular workmen all over the city has been very great.

Question. As to the class of mechanics who apply, have good mechanics made these applications?

Answer. Generally they have not been the very best of our mechanics, for the reason that they were such as were destitute of work during the last year on account of the hard times, which allowed continued work only to the best. I should answer, also, in this connexion, that others besides mechanics have applied. Laborers also have applied.

Question. Was it the practice of all the members from New York to make these recommendations, and did they all claim their share of patronage?

Answer. Yes, sir; and at various times all, or nearly all, made it a point of political grief that they were not gratified.

By Mr. Bocock:

Question. Does the same rule apply to the executive offices at Washington? Do you all claim your share of patronage?

Answer. Oh, no.

Question. You content yourselves with your home business?

Answer. Yes, sir.

Question. Has Mr. Alexander Ward any office now?

Answer. Yes, sir; he had, and I think he has now, a place under the municipal government of the city of New York.

Question. Did he resign his position in the navy yard to take that?

Answer. So I understood. Will you allow me to say that this obligation consequent upon the distribution of patronage among members from New York is very irksome, and, if possible, it would be quite gratifying to me to be relieved from it entirely. I do not think a representative in Congress from the city of New York should have cast upon him the obligation of being held responsible to every man in the district who desires office and be borne down under that obligation.

By Mr. Ritchie:

Question. Why do you consider it an obligation?

Answer. Because of the understanding of which I have spoken; the understanding by the constituency, by members of Congress, and by all parties else connected with the patronage.

Question. What do you consider the practical tendency of such a custom as that upon the purity of elections?

Answer. Very deleterious.

Question. Is it deleterious in its tendency to the Congressman himself, by hampering him in the discharge of his duties?

Answer. Let me answer in this way: To the extent that a person desiring political gain or political strength can be influenced by considerations conducing to his desires, it must be injurious.

Question. What do you consider its tendency in its effect upon the people themselves—the mechanics who seek for employment?

Answer. It is injurious, in that it teaches laborers and mechanics to look to political influence for sustenance and support.

Question. Has it a tendency to lead them to the commission of frauds and violence at elections, in order to carry the candidates to whom they look for future patronage?

Answer. Inasmuch as the party benefited would by the benefit be wedded to the interests, actively, of his benefactor, such patronage would, to that extent, lead to disturbances that might be used by the benefactor for his political advancement.

By Mr. Bocock:

Question. Is this practice, of making the patronage of the navy yard political spoils to be divided, peculiar to that particular department, or does it prevail generally?

Answer. It prevails in every department.

Question. When the republican party had the State offices did they use the patronage in the same way?

Answer. In the same way in which the democratic party does now.

Question. Is there any difference in the extent to which they use the patronage?

Answer. Undersimilar circumstances, and with equal facilities, they use it in the same manner.

JOHN COCHRANE.

No. 41.—JOHN B. HASKIN, HOUSE OF REPRESENTATIVES.

FEBRUARY 4, 1859.

JOHN B. HASKIN called and examined.

By the Chairman:

Question. Are you a member of Congress from the State of New York?

Answer. Yes, sir.

Question. From what district?

Answer. From the ninth congressional district, composed of the counties of Westchester, Rockland, and Putnam, adjoining the city of New York.

Question. When did your official term commence?

Answer. On the 4th of March, 1857.

Question. At any time after that term commenced did you and the other members of Congress from New York city and its immediate neighborhood, together with the Secretary of the Navy, make any arrangement in regard to the patronage of the navy yard in Brooklyn?

Answer. At an interview with the Secretary of the Navy, at which, I think, some six or seven members of Congress from New York were present, an understanding was had that the Secretary of the Navy would, if he could do so consistently with a strict performance of his duty, appoint a master workman in the Brooklyn navy yard for each one of those gentlemen present. That was about the substance of the agreement.

Question. What was the occasion of that interview? How came you to be there together?

Answer. We were actuated by a desire to look out for the interests of our constituents and to get them appointments.

Question. Was this during the session of Congress, or just after the incoming of the new administration?

Answer. I think it was just after the inauguration of President Buchanan.

Question. It was not then during the session?

Answer. I think not; I am confident it was not.

Question. Was any complaint made by any of the gentlemen present, or had there been any complaint in regard to the division of the patronage in New York?

Answer. Yes, sir; there had been complaints that there were one or two members of Congress from New York who absorbed nearly all the patronage connected with the navy yard.

Question. What was the purpose of these gentlemen in this interview with the Secretary of the Navy?

Answer. They were endeavoring to equalize this patronage as well as they could among the people belonging to the democratic church.

Question. Do you remember the names of the persons present?

Answer. I think that Mr. Sickles, Mr. Maclay, Mr. Taylor, Mr. Wood, Mr. Searing, Mr. Clark, Mr. Cochrane, and myself were present. My impression is that it was only the city members, myself, and Mr. Searing, who were present. I do not now remember that they were all present at any one time; but all these gentlemen whom I have named did go there in connexion with this subject at different times.

Question. An understanding at last was effected that you were to each have the appointment of a master workman.

Answer. I so understood it.

Question. Was one appointed, in pursuance of this understanding, upon your recommendation?

Answer. Yes, sir.

Question. Who was he?

Answer. Mr. Lawrence Cohane, who resided in Mr. Maclay's district at the time he was appointed.

Question. Was it understood that he was to be your representative in the navy yard?

Answer. He was to satisfy my wants.

Question. What position was assigned him?

Answer. That of master carpenter.

Question. How long was he retained in that position?

Answer. He was retained there until a short time after I had taken ground in the House of Representatives against the Kansas policy of the President.

Question. How soon after that was he removed?

Answer. I do not recollect the precise time.

Question. Had you any notice or intimation of his intended removal?

Answer. I had an intimation that Mr. Taylor, of Brooklyn, had made an application, or was about to make application to get Cohane removed, and have some friend of his appointed in his place. This I understood grew out of my course in relation to the Kansas policy of the President. I had an interview with the Secretary of the Navy in relation to it.

Question. State what took place at that interview.

Answer. I think that Mr. Kelly, of the New York delegation, was with me. I called upon the Secretary of the Navy and told him what I had learned in relation to this application of Mr. Taylor for his friend. I stated that I had trusted that if this man Cohane performed his duties well and faithfully he would not be removed in consequence of my opposition to the administration in relation to Kansas; that I did not know whether he was Lecompton or anti-Lecompton, but I believed he would support loyally an administration which kept him in place, and I trusted he would not be disturbed unless charges were preferred for neglect of duty or incompetency. The Secretary of the Navy said there had been some application to have him removed. But he volunteered to promise to me that he would not remove him, as he

had given entire satisfaction in the discharge of his duties, unless charges were preferred against him, and then he should have an opportunity (this was upon my suggestion) of having a hearing; and he, the Secretary, would also notify me if any such charges were preferred, so that fair play would be had in the matter. In a very short time after this interview Mr. Cohane was removed. No charges were preferred against him to my knowledge; none were ever preferred to his knowledge. I never received any intimation from the department which induced me to suppose any charges had been preferred against him. I had some 5 or 6, 6, I should think, journeymen house carpenters under this man Cohane from my district. The other members of Congress had their share of the men under him. I did not have the exclusive control of his patronage, nor did I desire it. These six journeymen carpenters were all dismissed in a very short time after the dismissal of Cohane.

Question. Was the understanding to which you have testified continued as to yourself after your course upon the Lecompton question? Was any further share of the patronage of that yard given to you?

Answer. No, sir; on the contrary, every man who had been appointed there on my recommendation, I think every one of them, was dismissed and discharged from the yard. There may have been an exception or two, but I do not think of any now.

Question. Is there any particular fact pertinent to this inquiry that you know of?

Answer. I can say this, that I was in the habit of dropping into the yard occasionally. From what I saw there I could give you an opinion in relation to the management of the yard. I am satisfied that, owing to this rule being adopted of allowing members of Congress to gratify their constituents by having men appointed in the yard, there was an excess of men appointed in the various branches and occupations there. I am satisfied of that from my personal knowledge of the masters there and the number of men they had under them. I believe that the men employed in the navy yard should be employed by the commandant of the yard and the naval constructor, and that members of Congress and others should have nothing to do with the responsibilities attached to their appointment. I think that great abuses have grown out of this system of recognizing the claims of us members of Congress, because each of us have our men to apply to us for places—blacksmiths, carpenters, painters, &c.—to whom we are under, perhaps, political obligation. We sit down and write letters urging the appointment of these men, and the masters having the power make the appointments for the purpose of propitiating our favor; and in very many instances, to my knowledge, they have, in doing so, gone beyond the number actually required to perform the service of the yard.

Question. What would be the inevitable effect of this system, if continued, upon the men employed in the navy yard immediately preceding the elections in that neighborhood?

Answer. The men who are employed there, from my observation of them, I should think did not labor more than one-half as much as

they would if they were employed outside of the yard, for they form political gangs and corps for political purposes.

Question. Would this system necessarily tend to increase the number of men in the yard at the times immediately preceding elections?

Answer. I should say that it would.

By Mr. Bocock:

Question. How long has this practice prevailed of making appointments in the Brooklyn navy yard from political considerations?

Answer. In the manner which I have stated, for each of us to have a master, not, I think, until the present Secretary of the Navy came into office. Previous to that time I think that one or two members of Congress had their claims recognized—the member from Mr. Taylor's district and the member from Mr. Maclay's district.

Question. How long, so far as you know, have these appointments been made upon the recommendations of members of Congress?

Answer. I can only say that it has existed through my term of congressional existence, though I never had over eight or ten appointments altogether in the yard, notwithstanding that there was some fifty or sixty men employed under this master whose appointment was given to me.

Question. Was it understood that when each one of you got a master workman in the yard all the appointments under him were to come from your respective districts?

Answer. No, sir; but it was a sort of understanding that the lion's share should be given to the member of Congress upon whose recommendation the master was appointed.

Question. Are you distinct in your recollection that Mr. Clark entered into this arrangement with the rest of you?

Answer. I am not distinct in that, although I am quite confident that he acquiesced and had an appointment made in pursuance of that understanding; I think he had a man by the name of Alexander Ward appointed.

Question. Did you take pains to satisfy yourself of the competency of the man you recommended?

Answer. In pursuance of this arrangement I thought I was entitled to this appointment, and I selected the very best man I knew, one who had performed properly some difficult work; who had built four houses for me, and who I felt satisfied was capable of building such a building as the city hall of New York, if necessary. It was entirely with a view to his fitness that I named him. He did not live in my district at the time, but in Mr. Maclay's district. I had known him for some time, and I esteemed him as a fit man for the place.

Question. And those other men appointed under him, and afterwards turned out; did you satisfy yourself that they were good workmen?

Answer. I knew them, in every case, to be so.

Question. After this conversation between you and the Secretary upon the subject of turning Mr. Cohane out, in which he promised not to turn him out without giving you notice of it, did your relations with him and the other members of the administration change any between that time and the time of the turning out of Cohane?

Answer. Not at all, except that I stated to my colleague, Mr. Clark, and to others, that I considered that Mr. Toucey was not a gentleman or a man of truth.

Question. Was this previously or subsequently to the turning out Cohane?

Answer. Subsequently.

Question. Had there been anything between the conversation with the Secretary and this turning out of Cohane?

Answer. I had never seen him between that time and the turning out. When I called upon him it was because I understood he was going to turn out this man Cohane, whom I knew had given more satisfaction than any other master in the yard, and had this statement from the men in charge there who were not biased by political opinion.

Question. As the contest grew warmer upon the Lecompton question did the relations between yourself and the administration become more cool?

Answer. During that time I never asked any favors of any member of the administration.

By Mr. Groesbeck:

Question. There was a witness here by the name of Lewis W. Berry, who said that you interfered with him, wrote him a threatening letter about an appointment, which letter he handed over to Hon. George Taylor, asking him what he thought of it; do you know anything about that?

Answer. I do not recollect of having ever written any threatening letter to this man Berry. My impression is that I wrote him a letter on one occasion asking the appointment of some man by him as a journeyman painter, and urging upon him, perhaps in pretty strong language, that I was entitled to be recognized as a member of Congress in making this appointment. In other respects I did not write a threatening letter.

Question. Did you address him a letter which, with propriety, could be regarded as interfering with him in the proper discharge of his duties?

Answer. No, sir; not at all. I had some statement made to me in relation to the way in which Berry conducted his business there, which induced me to think rather unfavorably of him, and I do not know as I wrote an affectionate letter to him. But it was by no means a threatening letter. It was a letter rather claiming as a right to have a man appointed upon my recommendation. I recollect calling upon Berry at one time with a gentleman, in the paint business, who wanted to estimate upon some advertised proposals for such materials; and having had great experience in testing the quality of paints, this gentleman wished to examine the quality of the paints in Berry's department, before he made up his bids. But on that occasion I did not see Mr. Berry.

By Mr. Bocock:

Question. Was the arrangement, about the appointments in the Brooklyn navy yard, suggested by members of Congress to the Secretary of the Navy, or by the Secretary to the members?

Answer. It occurred in a general conversation, but I do not recollect whither it was first suggested by one of the members, or by the Secretary.

By Mr. Groesbeck :

Question. Did you call there to obtain such an understanding?

Answer. We called there, not exactly to obtain such an understanding, but to protest against allowing one or two members to absorb all of this patronage.

JOHN B. HASKIN.

No. 45.—ANSON HERRICK, NEW YORK.

FEBRUARY 7, 1859.

ANSON HERRICK called and examined.

By the Chairman :

Question. What is your official position?

Answer. I am naval storekeeper at the Brooklyn navy yard.

Question. What was your profession or business before that?

Answer. I am the editor and publisher of a newspaper, the New York Atlas.

Question. Had you any experience as storekeeper prior to your appointment?

Answer. When I was a boy I used to tend in a grocery store ; that is very much like the duties of a naval storekeeper. A naval storekeeper has to do with everything that is required in fitting out a vessel, from a paper of pins to a big anchor. Everything that is used in the sailing and building of a ship comes within the province of the storekeeper.

Question. What is the salary of the naval storekeeper?

Answer. \$1,700.

Question. What are his duties? State briefly and generally.

Answer. He is supposed to be, and is, custodian of the public property in the navy yard belonging to the two bureaus of Yards and Docks and Construction.

Question. Has he anything to do with making purchases for the government, and fixing the prices of articles?

Answer. Not the least.

Question. By whom are purchases made for the government?

Answer. When an article is wanted of any kind, whether in fitting out a ship at the navy yard, or in the construction or repairs of a ship, or for improvements in the yard, or for any purpose whatever, a requisition is made upon the storekeeper for that article, whatever it may be—aside from provisions and clothing, which belongs to another bureau—a requisition is made upon me to supply this article. When a list of such articles comes in, I go over it, comparing it with our books ; the first article on the list, perhaps, is in the store, and that we mark as “store.” Another article is contracted for, and we mark that “contractor.” Another article is neither in the store nor is there any contract for it, and then we mark that “open purchase.” We supply what we have, and then we make a requisition upon the navy agent for what we have not in the store. If it is contracted for we name it to the navy agent ; we say, for instance, so much timber

of particular dimensions—such an amount contracted for, and so much not on contract. It is all purchased, and then it is examined by the examining officer; and all the duty of the storekeeper is this. After it is examined and passed the matter comes up to me, and I sign a receipt that I have received such an article on account of improvements, on account of construction, or whatever the appropriation may be to which it belongs. We keep all these appropriations under separate heads.

Question. When did your appointment to office commence?

Answer. I was appointed by Mr. Toucey; the appointment was made in March, 1857, but I did not take the office until the 1st of May.

Question. Please state the amount of stores on hand at the time you assumed the office.

Answer. That I cannot do; I have not the books here.

Question. Did you take an inventory of those stores?

Answer. I demanded an inventory before I gave a receipt. There had been no inventory taken. I gave bonds in \$40,000, and I thought I ought to be informed what was on hand; so I demanded an inventory. They said it could not be made out; in fact, they said an inventory could not be taken for fifty thousand dollars. I will explain: For instance, the timber could not be taken out of the sheds, and it was impossible to take an inventory of that. I insisted that all the hardware, all the iron, and all the copper should be taken account of. A captain, purser, clerk, &c., came in there to take an inventory; they worked at it about a year, but I do not know that it has ever been completed.

Question. Don't you know that it has not been completed?

Answer. I believe they gave it up as impracticable; however, I am not certain. I have never been troubled about it; I gave bonds for what was there. The storekeeper's bonds are out of all proportion to his salary.

Question. You gave bonds in \$40,000?

Answer. Yes, sir.

Question. I will ask you to look at the table now shown you, [see appendix to this deposition,] and state from that what was the amount of stores on hand in the Brooklyn navy yard on the 1st of July, 1857.

Answer. It appears from this abstract that there was \$1,315,019 03.

Question. What was the amount received during the fiscal year?

Answer. From the tabular statement before me it appears to be \$556,712 03. I don't know whether this is correctly made out or not. The books will show. I presume this is correctly copied, and exhibits everything that purports to be on hand, whether it is there or not.

[The tabular statement, showing the stores on hand in the different navy yards, is exhibited and made part of this deposition.]

Question. How do you know, and how does the government know, that there was on hand on the 1st of July, 1857, the amount named in this statement?

Answer. They can only know it from the storekeeper's books; they record everything that comes into the yard and everything that goes out, and we strike a balance and return the account every month.

That is a great deal of labor, but monthly returns are required of all that comes into the yard, and of all that goes out, and of all that remains of every article.

Question. In other words, your books show the amount that ought to be there, but having made no inventory, you cannot state what amount is there?

Answer. A large amount is in timber. There has been no inventory taken of that, and there could not be one taken without the expenditure of an immense amount of money. To turn out all the timber that has been there for years, and to have it all surveyed and put into the sheds again, would be a great deal of labor; that is the reason they have waived that. The commission that was sent there to take an inventory I consider a failure. The members of that commission knew more of sea service than store keeping. In some things they got imperfect accounts. I saw that there was a large excess in some things, and a deficiency in others.

Question. I will ask whether in your judgment the amount of stores on hand would be equal to the amount stated in this tabular statement?

Answer. I should think, aside from the timber, there would be a large excess.

Question. Excess of what?

Answer. Excess over the statement represented in the books. There are many facts coming to my knowledge which strengthen this opinion. There never was a survey taken but what there was an excess of property; there must be from the manner in which my predecessors kept the books; I do not keep them in the same manner with my predecessors. An excess arises in this way: a vessel is fitted out for a long voyage, with all the stores, copper, iron, &c., everything she is supposed to want for the cruise; this all goes on the storekeeper's books as expended; but if the ship comes back with part of those stores remaining on board, it has been the habit, so I am informed, not to re-enter what she lands. It has all been turned into the common stock, and in that way there has been a surplus.

Question. The storekeeper did not charge himself with it?

Answer. My predecessors do not appear to have done it; there is a large excess of many things which must have accumulated in this way. He would mark the things expended, and when the ship returned with part of these things unexpended it would cause an increase. I should think, aside from timber, almost everything that I know anything about has exceeded; there was a large excess of copper.

Question. In other words the storekeeper took credit when he furnished them to the ship, but did not charge himself when the ships came back?

Answer. Yes, sir. My form is that everything as landed goes upon the books now. My returns show, in fitting out a ship, where everything comes from, and these returns will show that a large expenditure is from surplus. Mr. Lenthall once asked me what I meant by surplus? When these requisitions come to me if the article is in store we know it, even if there is nothing of the kind on the books.

Question. I will ask you this general question: what abuse, if any,

existed in the management of the naval stores at Brooklyn, at the time you went into office, or what abuses existed in the mode of keeping the accounts of the storekeeper?

Answer. I know of no other abuse except this, the neglect to enter stores that were landed from return ships. I think that was an abuse, for it made an accumulation so that the storekeeper's books did not represent the actual amount of property. That is all the abuse I know of.

Question. I wish to ask some questions which you may think rather personal to yourself, in relation to some things that other witnesses have testified who have been examined. How much of your time do you spend in the discharge of your duties in the naval storehouse at Brooklyn?

Answer. I spend all that is necessary to discharge the duties.

Question. State how much and what duties you perform?

Answer. The duty I perform is to see that the accounts are kept correctly, to sign all requisitions and all receipts for goods received, and to make out monthly statements of the accounts. I could give you the whole details of the office, and you would see immediately that all there is to do could not occupy a man's time a great deal, only to oversee and to sign his name to receipts and returns prepared by the clerks. I have given bonds, however, and am responsible for all the property that goes into the yard; and of everything that goes in a record is kept by the clerks. The clerical force is too small; there is not sufficient to do the work promptly.

Question. State what the clerical force is?

Answer. The returns are behind and cannot be written up for several months. I had orders last week to make out forthwith the whole expense of the Paraguay expedition, in detail. The amount of work is immense for the clerks; there have been a good many ships there, and the committee can well imagine the labor of making out the accounts of a whole fleet fitted out with small stores.

Question. How much clerical force have you?

Answer. We are allowed two clerks and two writers, but the pay is most miserable for the writers.

Question. How many other employés have you, workmen and the like?

Answer. I believe there are seventeen laboring men. There is the first clerk at a salary of twelve hundred dollars; there is the second clerk at a salary of nine hundred, for which, if it was my own business, I would not pay him less than twelve hundred. There are two writers whose salary is two dollars a day, and I should be ashamed to give them less than three to work in my own employment. I have tried to get their pay raised, for I think it is miserable pay for employment that requires them to be accomplished clerks. Then I have a foreman, who has the general superintendence, who signs receipts for all the goods delivered. He is foreman of the receiving store. Everything has to pass through his hands; it is necessary that he should be an honest man, and if he is, the storekeeper is safe.

Question. The foreman signs your name to the receipts?

Answer. He signs for me; he is there at sunrise every morning, and stays there until the sun sets.

Question. How many men are under him?

Answer. He has the laborers necessary to work in the store.

Question. How many?

Answer. I think there are seventeen laboring men. I did not know how I was to be questioned, or I would have brought down all these facts.

Question. Suppose the foreman should sign receipts for goods not delivered, and should collude with the contractors, have you any check?

Answer. Then he would involve the storekeeper and his bondsmen.

Question. Is there any other check?

Answer. There is an examining officer. All goods are examined by one of the naval men, besides the civil department.

Question. Suppose the foreman should sign a paper and receipt for goods not delivered, is there any other check except the honesty of the foreman and the responsibility of the storekeeper?

Answer. There are checks all the way through. They cannot be delivered only upon requisition.

Question. But suppose they are not delivered?

Answer. There is an inspecting officer, who is a lieutenant of the yard, and he has to see everything, and inspects it. My foreman does not pass the goods; he receives them. If the foreman, by collusion, should sign a receipt and put it on the books, when no goods were delivered, he could not deceive the examining officer, because the examining officer is sent to examine every article that comes there. That is the business of the lieutenants in the yard, and the captains in the yard, and the masters in the yard; all those men are examining officers, and the article must be there or they could not certify to it, and their certificate is on every bill: "I have examined the above specified article, and find it to conform to the contract," or "find that it has been purchased at market prices."

Question. Have you the form of this certificate?

Answer. I have not one; I can get one from the department.

Question. I will ask you to get duplicates and attach them to your deposition at the time you sign it.

Answer. Yes, sir. [See appendix to this deposition.]

Question. I will now repeat the question, how many hours a day have you been in the habit of devoting to this business?

Answer. I could not tell; sometimes more and sometimes less; sometimes no hours, because there is no business doing. I sign all the bills myself, and all the requisitions myself.

Question. I understood you to say that the foreman signed them.

Answer. No, sir, he does not sign bills or requisitions; he signs receipts to the contractor. If a carman comes with a load of goods the foreman gives him a receipt for them and signs that; and then the bill, if paid, goes through this other process. I do not spend but very little time in the navy yard, for this reason: these papers and documents are brought to me by my chief clerk, who is my son, whom I see every day, or by the messenger—one of the laborers being employed

as a messenger. I appointed my own son first clerk because I could have confidence in him. All the papers that are necessary for me to sign, when I am not at the yard, are brought to me, and an account of all the business that is done in the yard is brought to my house and reported to me.

Question. Brought to your house by the chief clerk?

Answer. Yes, sir; and therefore I can be sure that all the business is correctly and properly done. I think I am as much in the storekeeper's office proper as any storekeeper I have known; and I have known several for at least fifteen or twenty years. There was Captain Paul R. George, Colonel Craven, Mr. Pentz, Colonel Fuller, and Colonel Delavan, who all conducted the business just as I do; at least, I suppose they did. Colonel Fuller told me that he used to go there once or twice a week. It is not necessary to go every day. I consider the storekeeper's place as one of responsibility; the storekeeper is not expected to do manual labor, or the work of a clerk.

Question. Has not this office been given for many years, under all administrations, to editors of papers, or some political person?

Answer. All offices that I know of are given to some political person; they are all politicians, either on one side or the other. Colonel Fuller was editor of the Mirror; Colonel Delavan was not, I believe, in any business when he was appointed. He was a politician, however.

By Mr. Bocock:

Question. Who appointed Colonel Fuller?

Answer. General Taylor or Mr. Fillmore; I am not certain which.

By the Chairman:

Question. Is it expected, in the manner in which that office is filled, that the storekeeper should attend personally at his office to the discharge of his official business?

Answer. I suppose it is.

Question. Has it been done?

Answer. Not every day. I attend personally there when necessary; I was there twice last week; probably I should have been there twice this week; I should have gone again on Saturday, if I had not been subpoenaed here.

Question. Do you always go twice a week?

Answer. Not always; sometimes but once a week; sometimes not so often. I go all that seems to be necessary in the discharge of what I consider my duty. It seems to me that my responsibilities require me simply to *know* that the business is correctly done, and that the accounts are kept properly; and if I am satisfied of that, it is sufficient, in my judgment.

Question. Have you ever received from a contractor, or any other person connected with the navy yard, any commission or per centage on bills?

Answer. Never; no one ever offered me any, and I do not know why they should. I have only to sign that I have received the goods; that is a fact that I could not dodge if I desired to. I should think any contractor would be very foolish, when he had delivered the goods, to pay a man a per centage to say that he had received them.

All that I sign is that I have received such an article. I have never received a commission, and no contractor ever mentioned such a subject to me, nor can I see why he should.

Question. Do you know of the purchase of any piles which were delivered in the yard?

Answer. I suppose you allude to some piles purchased by the civil engineer, Murphey. They were purchased before I was storekeeper. All I know about it is that I was required to sign a receipt that I had received them, and they were there. The receipt had never been signed; for a receipt by a foreman is no receipt in full that binds the government at all. My receipt is put to the bill when it has passed the examining officer and has been approved. I sign that I have received the goods. I know that there were some piles put in by Mr. John Midmer, and it excited my curiosity, because I knew him, and I thought he was a queer man to buy timber of. I made some inquiry, although it was none of my business about prices, for I am merely a receiving officer and the custodian and keeper of the public property, to see that it does not go out improperly.

Question. I will ask you whether the prices of those piles were fair and just, in your judgment?

Answer. I am not a judge of timber.

Question. From the information you could get, was it a fair and just price?

Answer. I got an experienced timber man to go and look at this raft of timber only to satisfy myself. I only had to sign that I had received these five hundred piles. I did find out where the man bought the piles, but I do not know that it would be proper to have that published.

Question. I wish to have a history of this matter.

Answer. This matter has nothing to do with my duties whatever.

Question. It is within your knowledge as a witness; that is the reason the question is asked.

Answer. The bill came to me, and the only thing that excited my curiosity was that a custom-house officer, who was also a small politician, should be buying timber. I met one of the most extensive timber dealers riding about in his wagon, and I asked him to go over and look at that raft of timber, and see what it was worth. I do not remember what it was worth now, but I made a calculation that the timber was put in for a good deal more than it was worth at the time. This was altogether outside of my duty, however.

Question. Did you make any complaint, or mention this matter to any one?

Answer. I think I mentioned it at the commodore's office, and they said the bureau had ordered the timber to be received, and all I had to do was to sign the receipt.

Question. Was anything said to you about minding your own business?

Answer. There was a good deal said because I hesitated to sign this bill. They wanted the money; I put the bills up in the pigeon-hole; they called two or three times. I only wanted to know about this, for it was altogether outside of my duty, because I thought I smelled a member of Congress—that's all.

Question. You thought there was a member of Congress at the bottom?

Answer. I thought there seemed to be. I am pretty well posted up in politics in New York city, and I had a little curiosity about that raft of timber because it came in an out of the way manner. The requisition was not properly made out, and it had to be compromised here with the bureau.

Question. Did you finally sign the receipt?

Answer. Yes, sir; because there was the timber; I went to the raft and counted it.

Question. Was the timber paid for according to the original bill?

Answer. I do not know whether it was or not; I know the bill was sent to me for signature to the receipt. I suppose it was. There was some little difficulty about it. The thing has almost all escaped my memory; that was nearly two years ago. The matter could not be settled in the navy yard, on account of the irregularity of the purchase, when Mr. Midmer appealed to the bureau here, and Commodore Smith investigated it; and under the circumstance that the timber was purchased without a requisition by the civil engineer upon the storekeeper and navy agent, the matter was settled by the bureau at Washington.

Question. Who was Mr. Midmer who furnished the timber?

Answer. He was an inspector in the custom-house.

Question. Inspector of what?

Answer. They have inspectors, weighers, and gaugers; he was simply an inspector; that was his title, inspector of the customs, I believe.

Question. Do you know of any fire-brick being bought on open purchase at any time; and if so, how many, and by whom?

Answer. I cannot recollect now; but so far as those fire-brick and all these other questionable things were concerned, I went into the commodore's office and called their attention to it. Ask Captain Rootes now. I think I have been a very vigilant officer, for I have called their attention to several of these things, when my suspicions of unfair dealing had been excited.

Question. I will ask you how many fire-brick have been bought on open purchase?

Answer. Those fire-brick struck my attention just in the same way that the piles did. I knew the man away up town, and thought him a queer man to buy fire-brick of, and I thought it was queer that they wanted so many for immediate expenditure.

Question. Who was the man?

Answer. I do not remember his name now. They were bought on open purchase, and they were expended when they were bought. I did not know what those fire-brick were for, and when I inquired, they said for something about the new store.

Question. How many were there?

Answer. I think there were ten thousand. In making out the annual specification of fire-brick that were required, the amount put down was five hundred, and they were bid for by Wendell, a contractor, at a very enormous price because there was but five hundred

required. I think they were put in at \$49 per thousand. In the summer, when a requisition came from the civil engineer, Graham, for ten thousand fire-brick on open purchase, I wondered why he did not know he was going to need them when his estimates for the year were made up and so put them into the contract. The contract for five hundred had been supplied, and consequently these ten thousand additional had to be bought upon open purchase. I think there were ten thousand, but there might have been but five thousand; whatever the number was, however, it struck me that with all the work the civil engineer was doing, he knew when he made out his estimates in October or November what would be wanted.

Question. From whom were these fire-brick bought?

Answer. I cannot remember the man's name now.

Question. At what price?

Answer. I think they were bought at \$48 50, which was half a dollar under the contract price for the 500; I had the curiosity to go to a dealer and ask him what they were worth; he said such bricks were worth from \$32 to \$33 per thousand; it was a small affair; I am not absolutely certain about the quantity; it was one of those unusual purchases calculated to attract my attention in signing the receipt, which would not be noticed if it was a hundred gallons of sperm oil or linseed oil, or something of that kind in constant use; fire-bricks are something very peculiar, being only used in the smithery and plumbing shop; and what they wanted with so many bothered me.

Question. Do you know of any other cases where articles were purchased at what you regarded as unusual prices?

Answer. I generally scrutinize the bills, but as I have nothing to do with the prices it is only my own curiosity that prompts me; they tell me that I have nothing at all to do with the prices. The commodore passes upon and approves of the prices after I sign the receipt. I have seen things charged a good deal higher than I would pay for the same articles, when they were bought on open purchase.

Question. Is it a general rule that articles purchased on open purchase are at exorbitant prices?

Answer. I have a certificate on every article from the examining officer that is purchased on open purchase, before I sign it. The certificate of the examining officer is to the effect that the article has been purchased at a fair market price.

Question. But is it not a fact that the prices are exorbitant?

Answer. That is my judgment; but I dislike to put my judgment against that of an expert in this business.

Question. According to your judgment, the articles bought on open purchase have generally been charged exorbitant prices?

Answer. I do not think it would be just for me to answer that question, and to set my judgment up against that of an expert in this business who has to certify everything before I sign it. My judgment might be that articles purchased at open purchase are bought higher than fair market prices; I think, as a rule, those who supply the navy yard with open purchase goods put on as much as their conscience will allow, and take the chances of its being cut down by the commodore; and the commodore generally does not know anything about the market

value of these things; I have noticed a good many of Captain Rootes' contests about prices, and I have been very much amused at the way he has knocked them down, and made them stand the reduction; of course, seeing all this, I have my opinion, and I think as a general thing, a man who gets an order to supply a navy yard with anything, puts on the stiffest kind of a price; if it will go through, all well; if the commodore cuts it down, he stands it. That has been the habit. That is my opinion—no, I do not want it given by the reporter as my opinion, but it must be any man's opinion—it is human nature.

Question. What is done, from any information you may have, or any opinion or judgment you may have formed, with the excess of price over the reasonable price for the article?

Answer. That I could not tell. I have not the least idea.

Question. Who makes these purchases at open purchase?

Answer. The navy agent makes all purchases.

Question. Do you not know, or have you not been informed, that the navy agent, or some person under him, receives a portion of that profit?

Answer. I have no knowledge upon the subject. I have heard a great deal of scandal about our public officers—members of Congress, and others.

Question. State your own opinion, from any information you have.

Answer. No, sir; I have no opinion about it. I only know that the office of navy agent is one with a small salary, but that the navy agents make money and get rich. That is all I know about it. This is the general opinion. I have held public offices before.

Question. Do you know Mr. Sanders?

Answer. Yes, sir.

Question. Has he not been engaged in western speculations at Leavenworth?

Answer. So I understood.

Question. Is he much absent from New York?

Answer. So I have understood. I go to his office and do not find him there.

Question. How frequently have you been to his office?

Answer. I do not know that I ever found him there but once. I have been there a good many times on business.

Question. What is his salary?

Answer. \$3,000 or \$3,500.

Question. Is it not known publicly that he is absent from his office and engaged in western speculations?

Answer. I should suppose it was.

Question. Is it not known to the department?

Answer. I do not know what they know. He might go to Kansas and stay there, build houses and buy lands, and the department might be unaware of it, for aught I know. He has an office, large and spacious rooms, and elegant apartments, at a pretty expensive rent. That has nothing to do with the navy yard.

By Mr. Ready:

Question. Is this furnished by the government?

Answer. Yes, sir, the rent is paid by the government; it is in the old building of the Bank of the State of New York.

Question. How much rent is paid?

Answer. He must pay a pretty high rent there ; but the department always allowed the rent. The amount is readily ascertained from the official documents.

By Mr. Bocock:

Question. Is that his office as navy agent?

Answer. Yes, sir ; he has no office in the navy yard.

Question. What is your salary?

Answer. \$1,700. Some complaint has been made because I did not attend at the navy yard every day. Now, it would be absolute folly for me to travel over there every day.

Question. Who are your bondsmen?

Answer. The district attorney said that it was the best bond he ever sent to Washington. They are Bryan McCahill and James Humes, two wealthy Irishmen, neither of them office holders, but one of them has been a city councilman.

By Mr. Ready :

Question. I wish you to state more particularly what proportion of your time is given to your duties as storekeeper?

Answer. I am editor of a newspaper, and I might go over there and write in the office. If it is absolutely necessary, I would as lief edit my paper over there as anywhere. It is my duty to see to the work and business of the naval stores ; to see that the property is taken care of ; to see that the accounts are properly kept. I have a faithful young man, who is first clerk. He was educated for the bar ; a young man 23 years old, who graduated at Columbia College with some distinction, and has studied law. I put him over there because I could rely upon him as an expert clerk to keep the accounts right. I supervise and see that all is done right, and every night I know everything that has transpired there.

Question. Do you suppose you devote as much as one-seventh of your own individual time to the duties of storekeeper?

Answer. I do not know that I do ; but I do all that is required. If I were there all the time I could not do any more than I do now, unless I should take hold and help the laborers weigh iron.

By Mr. Bocock :

Question. Suppose that your son was storekeeper himself, could not he discharge all the duties of his position and of yours too?

Answer. He could, but it would be excessive labor and responsibility. I do not imagine that a storekeeper, with a salary of \$1,700, is paid mainly for the manual or mental labor he performs, but for the responsibility he assumes ; and I do not think he is half paid for that responsibility, and no man who understands it would say so. The salary is contemptible, in consideration of the responsibility. Here are men employed among goods of all kinds which are liable to be stolen, and myself and my bondsmen are liable for everything. I think a man might, if he would take the responsibility, perform the labor of both offices at \$1,700 ; but I do not think you would find any responsible person to do it.

Question. All that you are responsible for is to see that things are safely kept, is it not?

Answer. To see that they are not lost or stolen. Here are these people keeping a hardware store, a paint store, a dry goods store, an iron and copper-store, a duck and cordage store, all in their appropriate rooms, and all these things are liable to be stolen.

Question. Are they not all secured by bolts and bars?

Answer. No, sir ; in the daytime they are all open. Take the iron store, for instance : a great, spacious store, with five laborers in it, and the head laborer, who is to see to it all, has a salary of \$1 50 per day. That is not enough to prevent a man from stealing. A piece of copper, worth two or three dollars, might easily be slipped into the pocket and taken out of the yard, and I am responsible for it to the government.

By Mr. Ready :

Question. What is the salary of your clerks?

Answer. That of the first clerk is \$1,200 ; that of the second clerk is \$900. The labor is immense. They work night and day, and sometimes Sundays, and yet they cannot keep up the accounts, and the department will not give me more clerical help. They sent the other day for the expenses of the Paraguay expedition to be forwarded immediately, and there is more work in that than those men could do in three weeks.

Question. Is not that an extraordinary requisition?

Answer. It may be ; but the last year there has been twice as much done in the naval storekeeper's department as in any year before, so far as I can learn from the books.

By Mr. Bocock :

Question. Who was the agent at the time of the purchase of the fire-brick?

Answer. Mr. Saunders, I think.

Question. What was his authority in making that purchase?

Answer. I can illustrate that by this paper.—[See Appendix attached to this deposition.] A requisition was first made upon me that they wanted so much timber. Not having it on hand, I made a requisition upon the navy agent to obtain it of the contractor or by open purchase. This was for white pine timber. White pine dimension timber had been contracted for by Mr. Campbell at \$25 per thousand ; but he contended that this did not come within his contract, and he would not put it at the contract price. After a long controversy the navy agent had to pay forty-odd dollars per thousand for it. The words "to be used in place of timber not required in contract," have been interpolated since this requisition left the storekeeper's office. Although that looks very much like the handwriting of my son, it is not his handwriting.

Question. Where are all those requisitions recorded?

Answer. They are all recorded in my office. That is the labor of the storekeeper. It is performed by one of the writers.

Question. Do you take a receipt for everything given out?

Answer. Yes, sir ; vouchers are signed for everything I give out. The blacksmith signs for the iron he has ; the plumber for all the goods he has ; the carpenter for all his materials and all his tools ; for the naval storekeeper's stock embraces all sorts of tools, and all

sorts of fitting out, and it requires something of a storekeeper to attend to it. The hardware man is a man who has been there for I don't know how long, and if he should be removed, and an order should come to fit out a vessel, I don't believe we could get a man to do it.

Question. Is there any mode to obtain additional profit or receipts to eke out your salary?

Answer. Not that I know of.

Question. Have you ever received, in connexion with this office, any other compensation than your salary?

Answer. Never; not one single cent.

Question. Have you ever furnished the government with any articles, either by open purchase or by contract?

Answer. Never a thing.

Question. In former days, or at any time?

Answer. I think that in the Tyler times I had a requisition for some printing; and I think I did some printing for the navy yard in 1843 or 1844; otherwise, I have never had any dealings whatever with the navy yard until I went there to take charge of my present office, and I think my business has been pretty well done. I think the duties are done, although my presence has not been there every day. Indeed, I could not afford to go over there for the pay.

Question. Is it not the duty of the naval storekeeper to see that the seventeen men under him are at their work?

Answer. Yes, sir; he is responsible for that. I have a foreman there who attends to that.

Question. Suppose that the foreman should be faithless.

Answer. I take care to have a faithful man, one that I can trust.

APPENDIX.

Abstract statement showing receipts and expenditures during the fiscal year ending June 30, 1858, and the value of all stores on hand at the various navy yards on the 1st July, 1858.

Navy yards.	On hand July 1, 1857.	Received.	Expended.	On hand July 1, 1858.
Portsmouth.....	\$751,685 50	\$161,962 43	\$182,681 32	\$730,966 61
Boston.....	1,530,800 39	862,247 22	764,882 62	1,628,164 99
New York.....	1,315,019 03	556,712 03	457,578 38	1,414,152 68
Philadelphia.....	526,426 93	295,800 90	293,002 44	529,225 39
Washington.....	528,115 43	475,634 58	545,267 91	458,482 10
Gosport.....	1,565,958 28	446,883 38	473,015 06	1,539,826 60
Warrington.....	341,346 80	61,819 26	70,320 22	332,845 84
Total.....	6,559,352 36	2,861,059 80	2,786,747 95	6,633,664 21

No. 431.

UNITED STATES NAVY YARD, NEW YORK,
August 15, 1857.

SIR: There is required, under the appropriation for improvements, Bureau of Yards and Docks, "dredging channel," constructing engineer's department—

8 pieces of white pine timber 40 feet long—12 x 12.

8 pieces of white pine timber 40 feet long— 6 x 12.

8 pieces of white pine timber 15½ feet long— 8 x 15.

24 pieces of white pine timber 40 feet long— 4 x 12.

16 pieces of white pine timber 35 feet long—3½ x 14.

16 pieces of white pine timber 14 feet long—3½ x 14.

And 14,500 board feet of 3-inch white pine plank, to be 15 feet long, and from 12 to 16 inches wide, clear of sap and knots, to be used in place of timber not required on contract; 1,300 Secor & Co. 7-inch hand spikes.

W. W. CAMPBELL,
Contractor.

Approved.

THOMAS R. ROOTES,
Commandant.

Respectfully, your obedient servant,

ANSON HERRICK,
U. S. Naval Storekeeper.

The NAVY AGENT.

FEBRUARY 8, 1859.

ANSON HERRICK recalled.

By the Chairman :

Question. Do you know whether the names of any men were ever put upon the pay-roll of the Brooklyn navy yard who did no labor or service there beyond answering to their names at roll-call?

Answer. None in my department; I do not know as to the other departments; I never inquired about it, and I know nothing more about it than do the gentlemen of this committee; it is not my business to know.

Question. Are not politicians—what they call "primary men" of New York city—put to work in the yard upon the recommendation of members of Congress, without reference to the necessities of the service, in order that they may be paid for political services?

Answer. I do not know that they are; I should not suppose that a master workman would put men to work if he had no work for them to do; I do not know in what fear they stand of members of Congress; I know that they stand in considerable fear of them, supposing them to have considerable power; it is supposed, I know, that the patronage

of the navy yard belongs to members of Congress ; they dispense it ; if any man wants to get work there, he must get a letter from a member of Congress recommending him ; that is the rule there in dispensing the government patronage in the navy yard.

Question. Do you not know, so far as your observation extends, that master workmen do employ incompetent men to work in the navy yard ; men who are employed there because of their political influence ?

Answer. I do not know that ; I know the process of getting men to work in the navy yard ; I have seen members of Congress once there, Mr. Maclay, Mr. Sickles, or some others, and have spoken to a master workman about putting on workmen ; these master workmen will send word to members of Congress when they are about employing additional men : I am about to employ so many men, and I will put on so many from your district if you will send me their names ; when it gets to be about election time most of the Congressmen are about the navy yard as busy as men can be, getting their friends employed there ; I will say this, that I never saw the representative from my district, Mr. Horace F. Clark, in the navy yard ; I think, however, that I have seen every other city and county member there.

Question. Have you not recognized among the laboring men in the navy yard well known "shoulder-hitters" and criminals of the city of New York ?

Answer. I do not know exactly what you mean by "shoulder-hitters."

Question. That is a term generally recognized in your city, is it not ?

Answer. I do not know that there are any professional pugilists employed in the navy yard. I have no knowledge of any in the navy yard. They get employment rather under our city government than in the navy yard. The class of people who are employed in the navy yard are worthy mechanics. These fighting men, these "shoulder-hitters" as they are called, are not apt to be mechanics. I think the navy yard is more exempt from that class of people than any other department ; more exempt than the custom-house, our city government, or our State government. I think that the mechanics in the navy yard are, as a general thing, somewhat of a reputable class of citizens. I have been importuned to get employment for men in the navy yard, and I have gone over there myself and asked the masters if they could not give this or that man a place, as he was a poor man with a family to support. They have said: I have not work for him now, but when I have it, I will do so if I can.

Question. Did you ever know of any man being appointed under a master workman except his political relations were what are considered of the right kind ?

Answer. I do not know. To be candid with you, I never recommended a man to a place there unless I knew he was a democrat. I never was a member of Congress, but I have been a candidate ; and I have tried to get men employed in the navy yard, and I did as others do, endeavor to use my influence for those of my own political opinions. You have your own predilections, I suppose, Mr. Chairman, and I

suppose that none but your political friends would come to you for your recommendations to office and preferment.

Question. Is not the effect of the administration of the patronage in the navy such that a man cannot get the humblest employment there unless he is known to be an active partisan? Is not that the tendency of this mode of the administration of the patronage in the navy yard?

Answer. I do not know but what that is the effect of the system. Yet I think that there are some masters in the yard who, if they could not get competent workmen of their own political faith, would take those of the other parties. In the matter of ship building, for instance, it requires mechanical genius to execute the necessary work, and mechanics must be had to do it. We should have queer ships and buildings in the navy yard if we did not have mechanics, but politicians, to do the work upon them. I do not expect that our members of Congress would recommend there other than their own political friends. I apprehend that our democratic members of Congress would not send a republican mechanic over there to get work. I should blame them if they did. So, upon the other hand, when the other party was in power no democrat could get work there under them.

Question. Do you not know that an unnecessary number of laborers and mechanics are often set to work in the navy yard?

Answer. I do not know it of my own observation. I have seen large gangs of men there at work, but I presumed the master workmen were the best judges of what was required. I know that they are very reluctant, and do not want to employ more men than they can avoid employing. I know that I have visited the master painter when I knew he had a job of work on hand, the painting of a vessel, for instance, and requested and urged him to appoint some poor painter from my neighborhood, and he has told me that he could not do it; that there was not room for another one to work there; and that there were more now there than he really wanted, crowded upon him by members of Congress. I think the masters are pretty conscientious, and fight off the members of Congress with a great deal of resolution sometimes, and refuse positively to put on any more men.

Question. Then you are of the opinion that there are more laborers employed there than there is a necessity for?

Answer. I think there is. I think it is so in all the departments, too. I think we have more clerks here in Washington to do our work here than there is any necessity for. I think it is so, too, in our city government in New York.

Question. And the tendency of that is manifest in the navy yard, is it?

Answer. Yes, sir.

Question. You say that members of Congress go into the navy yard?

Answer. Yes, sir, to see that their friends are put at work there. All the men there are employed upon the recommendation of members of Congress; and as that is the rule, these members go over there and ask the master workmen to put this man at work; or the friends of some man will go in there and ask to have some poor man put at work, and the master will say, "Go and get a letter from Mr. Sickles, Mr. Maclay, Mr. Cochrane," &c., "and I will set you at work."

Question. Is it usual in New York to use money in your elections?

Answer. Well, I cannot conceive how an election can be carried on very well without money. I have just gone through an election, and I know it cost me some money.

Question. Are contributions for electioneering purposes levied upon the officers and men employed in the navy yard?

Answer. No, sir; not in my department. I paid my own expenses for the election I have just gone through.

Question. I do not mean for your own election expenses, but for general election expenses; how is that?

Answer. I would not permit any such thing in my department. I considered that the men employed there were paid too little, anyway, for the work they are obliged to perform. Those contributions for election and political purposes are generally extorted from the custom-house employés, &c.

Question. Do not you levy upon officers in the navy department, employés, &c.?

Answer. I have not done so.

Question. Did they not levy upon you?

Answer. There was never any levy upon me, and I would not have paid it if there had been.

Question. Did you contribute towards elections in your State?

Answer. I have not contributed since I have been in the navy department one cent, except for conducting my own canvass. I am somewhat of a political man; I have been a candidate for Congress; I have been an alderman for three or four years, and I have had a great deal to do with New York politics, and I say that it costs money. I guess it cost my competitor last fall a little money to be re-elected, and I know it cost me a great deal to try to beat him.

By Mr. Groesbeck:

Question. You have stated that it is the practice to expend money, raised by contributions, to carry on elections. Is it not notorious that the republicans contribute much more largely than do the democrats?

Answer. Very much so. I am a member of the Tammany Hall general committee, and have been connected with it a good many years. We have to raise money to carry on our party organization, and we expect it to come from our party office-holders. I do not know who else is to pay it. We have many expenses to pay, such as printing, &c. Our printing bill alone amounts to \$7,000 or \$8,000.

By Mr. Ready:

Question. You have stated that it is general to use money for elections in New York; state whether or not this money is used to influence and buy votes?

Answer. Not that I know of; it is used to carry on and pay legitimate election expenses, such as printing, &c.

Question. Is it the money of private individuals or is it public money that is used?

Answer. Individual money, I suppose.

Question. What produces the necessity for the use of money in that way?

Answer. The getting up of public meetings, making public demon-

strations, paying for bands of music, for processions, banners, transparencies, printing show bills, printing tickets, advertising in the newspapers, &c.

Question. You do not exactly comprehend my meaning. I want to know if money is used by one party in elections because it has been used by another party for the same purpose. Is it because a particular class or party use it that another class or party are prompted to use it?

Answer. In opening an election campaign both parties go in to raise the money to carry on its operations, making great displays, getting up public meetings, firing guns, and providing all the paraphernalia of a New York election. The whole thing is expensive. I have been a member of a general committee when its expenditures for the organization have been \$12,000 a year—what are called the necessary expenses of an election.

Question. Do you know whether individuals are prompted to use money in elections and counteract either the use or the supposed use of government patronage in the election?

Answer. I do not know how government patronage can be used to influence elections, except the mere part of members of the party holding offices.

Question. I do not assert that it is used, but I want to know whether individuals are prompted to use money because they suppose that government patronage is used in that way?

Answer. That I could not tell.

By Mr. Bocock:

Question. How long have you been acquainted with the management of the Brooklyn navy yard?

Answer. Since I went there.

Question. Not before?

Answer. No, sir.

Question. When did you go there?

Answer. I was appointed to the office I now hold at the commencement of this administration.

Question. Did you know before that time whether appointments were made there upon political grounds?

Answer. I always supposed they were.

Question. You do not know anything about it?

Answer. I know I have been instrumental in getting men appointed there whom I recommended upon political grounds.

Question. How long have appointments been made there upon political grounds?

Answer. Ever since there has been a navy yard there, I suppose; the civil appointments I mean.

Question. State whether you applied to Mr. Horace F. Clark in this city for the purpose of getting him to intercede with the department to have an inventory taken of the government property in the navy yard in Brooklyn. Did you not write a letter to him upon the subject?

Answer. I might have done so, but I do not recollect it. I was talking with Mr. Clark about it this morning, and he says I did write

to him about it. I have no recollection of writing to him upon that subject. In my testimony of yesterday is the statement that I applied for an inventory, and I then stated the difficulties of making it.

Question. Did you state, in connexion with that application, that you were unwilling to become responsible for the property in the navy yard without an inventory being taken?

Answer. Yes, sir, I said so.

Question. Did you not also state that all the property of the government which ought to be there was not there?

Answer. I was apprehensive that it was not. I could not know that it was; but I was apprehensive that it was not, and that was the reason of my anxiety to have an inventory taken, in order that I should not be responsible for more than was put in my hands.

Question. Do you know whether an inventory or schedule has been kept there of all the government property?

Answer. It has always been kept there by the naval storekeeper.

Question. Was it a complete list of all the property of the government there, or was there property omitted?

Answer. As I stated when I was examined before, the list was not complete, and the surplus grew up in the way I suggested, being returned from vessels and not entered upon the books.

Question. Do you or do you not know that there has been government property in the navy yard which might be abstracted without the government being able to recover it, in consequence of there being nothing to show that it belonged to the government?

Answer. I think that there is such property there, and, as illustrations, I will state two circumstances which occurred since I was there of property being abstracted. [After a short pause,] I do not know exactly how to commence my statement. When I entered upon the duties of the office of storekeeper in May, 1857, I continued the former chief clerk until the 1st of June, when I notified him that I would not require him after the 1st of July, as I had resolved to make a change in the office of chief clerk. He had been there for nineteen years, and I made up my mind that he had been there long enough. About the middle of the month of June he wrote me a note, stating that upon going to the office one day he had found that one of the drawers in his private desk, where he kept comparing watches, had been picked, and some eight or nine comparing watches taken out. I thought I was in for that certain. I supposed I should be responsible for it, at any rate. I investigated the matter on my own hook, got an expert police detector to go there and examine all the clerks and the messenger about the office; but he could find no trace of the watches. I advertised, at my own expense, in the newspapers; I employed a policeman at my own expense, and tried my best to find the watches. I could not find any trace of them. I then examined the books to see how many watches were on the books, and that was what first drew my attention to the subject. I found that there were only two watches down on the book. Yet although they had stolen some seven of them there were enough left to cover all upon the books. There had been some fifteen or sixteen in the drawer, yet there were only two which

were recorded as returned to the government. So that, after seven had been stolen, there were still some seven or eight left, sufficient to cover the number represented to be on hand. This was the first thing that excited my attention about this matter. I found that if unrecorded property was stolen, it did not necessarily involve me in any responsibility, as it was not down on the books. In this case I was ready to settle with the government, deliver over to it the two watches that the books called for, and then I would have some four or five left. That resulted from this same process of returning the articles and not entering them upon the books.

Question. What kind of watches were these?

Answer. They were English watches, patent lever watches, which were given to the forward officers to compare with the time. When they came back into port they returned these watches, but they had not been put upon the books again. I was as vigilant as I could be about these watches, and worked as hard to try to recover them as though they had been my own property.

Question. What were these watches worth?

Answer. They were rated at \$25 on the books, but I do not think they were worth that much. The other circumstance was this: some six or eight months ago I had intimation that this man, who had been discharged from the office of chief clerk, and had been out of employment for a year, had a marine timepiece in his house that belonged to the United States government. I hardly knew what to do about the matter. This man was a respectable man and a man of family; but still there was the information which came to me that he had a clock belonging to the government which he had taken out of the yard some year or two ago. I went to Mr. Sedgwick, the United States district attorney, and asked him what I should do in the matter. He said if I knew of any government property being out in that way I ought to take steps to recover it. He advised me to commence a replevin suit against the man for the clock. I did so, and sent an officer down to his house, who took it and brought it to my office in the navy yard. Those are two cases I know of where property of the government was abstracted. The watches were lost; the clock was recovered.

Question. Was that clock down in any inventory, so that you could identify it?

Answer. Every instrument belonging to the government, down to these ships' comparing watches, have their marks and numbers and makers' names, &c., registered; so that if I could find out where they were, so as to get their numbers and marks, I could tell whether they belonged to the government. After this, I myself instituted regulations that everything landed from the vessels and returned should go upon the books. It is in relation to this matter that I want to qualify what I said yesterday. I do not want to swear that my immediate predecessor was the only man that neglected to have these returned articles entered upon the book. I think that they all did as he did. These instances I have mentioned show what can be done unless the parties are detected. At one time some laborers were detected carrying off some copper bolts. The marines on duty in the navy yard are all

the time detecting this stealing, this petty larceny, that is going on there.

Subsequently the witness made the following statement:

In the report of my testimony as submitted to me, I deem it important to make the explanations and qualifications herewith submitted.

In relation to the surplus goods on hand, I mean to say that my predecessors in office, not particularly Colonel Delavan, my immediate predecessor alone, have been in the practice of not entering upon the books all the goods landed from return ships. I mean that the fact of an existing surplus proves that such entries have not been generally made before my time.

In reference to there being a surplus of almost everything except timber, it is proper to say that I believe there was a small deficiency in iron.

In reference to my own duties, I should state that I in person supervise the accounts, examine and sign the monthly returns and the elaborate statements of goods received and expended, sign all requisitions upon the navy agent and the receipts attached to all bills for goods and supplies furnished the yard, conduct the correspondence of the office with the navy agent, the contractors, the department at Washington, and with the commodore of the yard, between whom and the storekeeper there is much intercourse in relation to the fitting out of ships and furnishing of supplies, all of which is conducted in writing. The number of requisitions I am required to sign amounts to thousands in a year; and many hundreds are the official letters written by the storekeeper. I forgot to mention that I have much important business to do in the way of shipping supplies to our foreign naval stations and vessels abroad, and to the other navy yards in the United States. I mean further to say that the clerical force allowed me by the department is not adequate for the work imposed upon my office, and that I am obliged to make clerks, at times, of men rated as laborers at 112 cents a day, in order to get through with the writing.

In relation to the signing of official papers, when I am not personally present in the navy yard, I mean to say, that when my signature is required the papers are either brought to me after office hours by my first clerk, or sent over to my office, which is but a short distance from the ferry, by the messenger, in which capacity one of the laborers is employed. If my presence is required or needed the messenger notifies me, and I respond by my appearance at the yard promptly. I am always sent for when wanted, and I have no knowledge of any embarrassment having taken place in the public business in consequence of my not being in the yard. My private office is within fifteen or twenty minutes walk of the yard.

The several stores in my charge are located in different parts of the yard, some of them quite remote from others, and all separate from the building where the storekeeper keeps his accounts and his immediate office.

In relation to the timber (piles) furnished by Mr. Midmer, the whole facts are, in short, that Mr. Murphy, then the constructing engineer, purchased it without first making a requisition. It was the

irregularity in making the purchase that created the difficulty; and in consequence of that irregularity there was no power in the officers of the yard to settle the bill. Hence the appeal to the bureau, and the settlement of the affair by the superior powers. The informality was waived; the timber was received and paid for. The certificate of the timber inspector was appended that the price charged was the fair market value of the timber before my signature was appended.

ANSON HERRICK.

No. 55.—EDWARD A. BARNET, PHILADELPHIA, U. S. N.

FEBRUARY 9, 1859.

EDWARD A. BARNET called and examined.

By the Chairman:

Question. What is your official position?

Answer. I am a lieutenant in the navy.

Question. Where were you stationed in the summer of 1858?

Answer. At the navy yard in New York.

Question. When were you removed?

Answer. I was removed in September, 1858, to go in the Niagara, very suddenly.

Question. From whom was you first notified of your removal or intended removal?

Answer. There was a man by the name of Lynch, who threatened to have me turned out of the yard. I had previously threatened to kick him out of the yard for some threats which he made against Colonel Harris; he was very abusive, and cursed me, and I laid it to him at first; it was currently believed that I had been removed through his influence, but since then I have changed my mind about it; I do not think that Secretary Toucey would have anything to do with such a contemptible scoundrel as he is.

Question. Who is this Mr. Lynch?

Answer. I do not know anything about him; he is represented to be a pot-house politician.

Question. Where?

Answer. About New York.

Question. Is that the same Mr. Lynch who is about here in Washington?

Answer. Yes, sir, the same man; he has been here since, and asked what I was doing, and said he would be damned if I should go back into that navy yard any way. He threatened to shoot me in the yard, in the commandant's office.

Question. I will ask you if you recollect an accumulation of live-oak belonging to Mr. Swift, in the yard at Brooklyn?

Answer. No, sir; my duties were not in connexion with that at all; I was the inspecting officer; purchases made in open purchase came through me; I had to inspect and see that the price was correct, as near as I could.

Question. How did the prices of articles purchased upon open

purchase generally rate—were they higher or lower than market prices?

Answer. They were generally higher. I got at the market prices as near as I could; it was very difficult for a man in my position, as the prices varied so much. I rejected a good many articles, and I thought that made me somewhat unpopular.

Question. When you rejected articles what was the general result?

Answer. They were taken away immediately.

Question. State whether or not they were returned at lower prices.

Answer. Of course they were furnished at lower prices.

Question. Who furnished articles for the navy yard upon open purchase?

Answer. There was one peculiarity about open purchase; I can only exemplify it by an illustration: Suppose there was a horse required; I would send word to the navy agent, and, instead of letting the messenger or some person go and buy one, he would send to a ship chandler by the name of Secor, and let him buy it. The result is obvious.

Question. Was that the uniform habit?

Answer. It was, unless I went myself and insisted upon it. For instance, if we wanted to buy some oilcloth to put down in a ship's cabin, where there was some little taste required, I would go myself in order to get a peculiar pattern, and then I suppose he considered it a favor.

Question. How frequently was Mr. Saunders, the navy agent, in his office?

Answer. I more often found him out than in.

Question. Was he not absent from the city a great part of the time?

Answer. That I do not know.

Question. How did it happen that he got Mr. Secor to make these purchases?

Answer. That I do not know, sir, at all.

Question. Do you know whether there was any arrangement between Mr. Saunders and Mr. Secor?

Answer. I do not know. When the new contracts came out there was a man by the name of Kennedy who had had a great many contracts there, told me I had better be careful; he had not got many of them, and he said the bids were so very low that he could not possibly take those articles, so that I had better look out or I would be cheated. He mentioned one article particularly, white lead, because they had contracted to furnish it at a lower price than they could buy it. They could not do it, and so were shoving spurious articles on the government. I have forgotten the name of the new contractor.

Question. What was the business of Mr. Secor?

Answer. I think he was a ship chandler. I never went to his office at all. I would not have gone there. If they had sent me I should have declined to go.

Question. What part of the city did he live in?

Answer. I do not know, sir.

Question. What connexion had he with Mr. Saunders in the way of business?

Answer. I do not know of any. Messengers that I would send after things would come back and say it was no use for them to go over there after anything, because he would always send them to Mr. Secor. In fact, all the articles in the receiving store are in bad condition, and the storekeeper is never there. I do not think I saw him three times in five months, and at the same time he was complaining of a want of clerical force. If I had any business to transact in the store I had to do it with an understrapper—his son. The store is a disgrace in its present condition. I would have liked to have arranged it, and put the affair in order, but I had no authority and could not do it.

Question. What other abuses have you observed in the navy yard?

Answer. I think there is one that exists in relation to taking in laborers. It would be particularly the province of the officers to select these men. They are, many of them, physically incapable. In one instance, in dismasting the *St. Louis*, I could scarcely get the masts out of her. I could not get the men to work; in fact, they were not strong enough. If they had been sailors I could have done well enough, but these were men who had been, apparently, broken down by whiskey, and besides that they were old—very old—so that they were unable to perform the labor required of them. If I would set them to whitewashing, I had to watch them to see that they did not stop. I reported this thing to Captain Rootes, but he said he had no authority to discharge them and take in better men, although I believe he took it upon himself to do it pretty violently upon one or two occasions, when he got angry and turned them out of the yard by neck and heels.

Question. Do you know of any other abuses? If so, describe them—abuses which you saw in any department of the public service?

Answer. No, sir, I do not know of any others in particular. An officer of the yard could give no order at all to have anything done in the department of the naval constructor without going to the naval constructor himself.

Question. It was your special duty to inspect the articles as they were sent in?

Answer. Yes, sir.

Question. I will ask you to name, as near as you can, the aggregate amount procured on open purchases, per annum, in the Brooklyn navy yard?

Answer. I could not specify it in figures, but it was very large.

Question. Was it a million of dollars, or how much?

Answer. I could not tell.

Question. What was it in proportion to the amount purchased by contract?

Answer. I do not think it was near so large.

Question. Were any complaints made about the navy agent neglecting his duty?

Answer. No, sir, I did not hear of any, except that he put us to a

good deal of trouble. I remember one instance when some gold leaf had been required at open purchase, and a painter in the yard went over and got it, I think it cost \$8 50 per package, and when he brought it to me he represented that if he had been ordered to go and buy it himself he could have got it in Brooklyn for \$7, being a dollar and a half less per package than was paid for it. The reason that we had to use things sometimes when the prices were too high was because we wanted them immediately. They wanted this gold leaf to put on a ship that was going away. Sometimes circumstances rendered it impossible for me to reject the articles when I knew the prices were too high; but I did reject them whenever I could. I never let such a thing slip if I could possibly help it.

By Mr. Bocock:

Question. As inspector, did you determine upon the reasonableness of the price, as well as the quality of the article?

Answer. Yes, sir. It was my business to find out the market prices as well as I could. I used to send a messenger over to get the market prices.

Question. How often did you find it incumbent upon you to reject articles in consequence of excessive prices—was it a common thing?

Answer. No, sir, it was not a common thing.

Question. You say that upon some occasions, when articles were rejected for excessive prices and sent back, they were returned at lower prices; do you mean that the same article was returned, or an article of similar description?

Answer. No, sir, not the same article; they would send back other articles.

Question. Do you know whether complaint has ever been made to the Navy Department that the navy agent was inefficient or inattentive?

Answer. No, sir, I do not.

Question. Do you know whether Mr. Lynch ever made any complaint about yourself?

Answer. Nothing but what he said himself, this braggadocio, what he would do. I never believed that he did make complaint against me, or if he did, that it had any effect. In fact when I went to sea the service was hard pressed for officers, and had not any to send to sea.

By Mr. Bocock:

Question. Do you not think that the lieutenants are over-worked?

Answer. Our lieutenants worked very hard. I know I am suffering now from the effects of my last cruise; this is the sixth time I have had the inflammatory rheumatism. I have been at sea six years since 1850.

Question. The exigencies of the service required lieutenants to be constantly upon duty?

Answer. Yes, sir.

By Mr. Groesbeck:

Question. You spoke of abuses in the yard. Is it so or not, that in a yard of that sort, where so much work is done and so many men

are required to do it, from time to time there will necessarily be some abuses? I wish you would specify those which you think can be easily and certainly corrected. Do you suppose it would be possible, for instance, to run that navy yard, (if I may use such an expression as that,) with the number of men required from time to time, according to the exigencies of the service, do you suppose it would be possible to run it, full manned, without abuses?

Answer. No, sir, I think not.

Question. What I want you to do is, if you can, to designate those particular abuses which you think could be certainly remedied.

Answer. I think if the officers were given some power in the yard that would rectify one of the abuses that exists. Now they have not got sufficient power; they are mere automatons about the yard. I could not order anything done there without going to some one to enforce it.

Question. Your great objection is that the officers have not sufficient authority?

Answer. They have not; they cannot discharge a man at all in the yard.

By Mr. Bocock:

Question. Do you know anything of an order that has been issued since you left there, on the 11th of December, from the Navy Department in relation to this subject?

Answer. No, sir, I do not. Now as to laborers, I had a good deal to do with them; they were working under my orders, but they were selected by another person. I could not select them; I saw their inefficiency; they were physically incapable, many of them, to do the duty; they were not strong enough, they were old men, instead of being active, energetic fellows.

The witness made the following statement previous to signing his testimony:

I find the following question and answer recorded in my testimony:

“Question. State whether or not they (rejected articles) were returned at lower prices?

“Answer. Of course they were furnished at lower prices.”

What I wish to state in explanation is that when articles were rejected on account of being inferior in quality, better articles were returned to the yard, and though at the same prices, they were in reality cheaper than the other and inferior articles would have been.

EDWARD A. BARNET,

Lieut. U. S. Navy.

No. 63.—CHARLES HASTINGS, BROOKLYN.

FEBRUARY 10, 1859.

CHARLES HASTINGS called and examined.

By the Chairman :

Question. What is your official position in the Brooklyn navy yard?

Answer. Assistant constructing engineer.

Question. What has the constructing engineer the charge of in that yard?

Answer. He has charge of all the improvements of the yard, such as docks, roads, walls, wharves, buildings, &c.

Question. Who is the engineer?

Answer. Charles K. Graham.

Question. What was his occupation prior to his appointment?

Answer. He was appointed from the assay office. I was told that he was a clerk there. I was not acquainted with him before he came into the yard.

Question. State what his qualifications were as constructing engineer?

Answer. I never saw him do anything myself. I never knew any plans made by him. Further than that, I am not able to judge.

Question. Who performs the duties of constructing engineer in the yard?

Answer. The draughtsman, Mr. Leigh.

Question. What duties does Mr. Graham perform?

Answer. He appoints and discharges the men, and signs papers, attends to the correspondence, and visits the works occasionally.

Question. You say he prepares no draughts?

Answer. He does not himself. I judge so from the business that has been between him and me. I have never received any instructions from him with regard to the mode of doing work, and I never knew one who has.

Question. Has he ever been engaged in any other employment outside of the navy yard, and outside the line of his duty, since his appointment?

Answer. I do not know that he has.

Question. Has he had anything to do with opening streets in the city of New York, or with the Park, or anything of that kind?

Answer. There were plans made in his office something more than a year ago for the widening of Duane street; there were one or two plans and a title page made by one of his draughtsmen. There was a sort of sketch made of Central Park—copies of plans; and about a year since there was an exhibition plan made and colored by his draughtsman, which I saw in his office.

Question. Is the draughtsman paid by salary?

Answer. He is now. He has been since last July. Before that he was paid by the day.

Question. Was he paid by the government for the time spent in making these drawings for the Park and Duane street?

Answer. I have been informed so. I was told so by the clerk of the yard.

Question. Have you been constructing launching ways in the Brooklyn navy yard?

Answer. They have been constructing there.

Question. Where was the work commenced?

Answer. It was commenced inside the building by driving piles and excavating.

Question. What is your experience as an engineer?

Answer. It has been somewhat varied. It is about nineteen or twenty years since I first commenced the study in Boston, with Captain Alexander Parris.

Question. Have you been an engineer ever since then?

Answer. Yes, sir; in different branches of the profession, both mechanical and civil.

Question. Was the mode and manner in which the launching ways in the Brooklyn navy yard were constructed a proper mode and a scientific and skilful mode of executing that work; and if not, in what particular?

Answer. I think, as far as the work finished in the ship-house has been done, it has been done very well; perhaps too well. It is not of much consequence, any more than the expenditure of money is concerned; but the work outside, I think, has been very improperly carried on, that is, the work in deep water; the work above water has been carried on very well.

Question. How much time did Mr. Graham spend in the navy yard in the discharge of his duties?

Answer. I think he was there from ten to three, or sometimes from eleven to two; about four or five hours a day, perhaps.

Question. Is he there daily?

Answer. Yes, sir, the majority of the time; perhaps five days in the week, unless he is unwell. He has not been very well a part of the time.

Question. Please to state whether the constructing engineer could draw the plans for a building or structure in the navy yard?

Answer. I cannot tell.

Question. What is your judgment about it?

Answer. That would be only derived from hearsay. I have heard that he could not. I never saw him do anything from which to form a judgment.

Question. Do you know whether he has ever done so or attempted to do so?

Answer. I do not think he has; I never have seen him do so. If he has I think I should be likely to have seen him, from my connexion with him.

Question. What part has Mr. Graham taken in the appointment of men in the Brooklyn navy yard?

Answer. He has appointed them himself. He has selected the men in part. When men were to be taken on, the master workman would prepare a list, and Mr. Graham would dissent in part, and add men of his own, with recommendations.

Question. How many men were appointed under his department of service altogether?

Answer. I cannot tell, sir.

Question. How many master workmen are there under him?

Answer. There are five of them in all.

Question. How many men are employed under these master workmen, as near as you can get at it?

Answer. In the busy season, I should think there were five hundred men.

Question. How many of the workmen did he claim the right to appoint?

Answer. There was no particular number; I should think he put on one-third of the men.

Question. Were these men selected for their qualifications; and if not, what influenced their selection?

Answer. I do not know that they were selected for their qualifications. Some of them are good workmen and some are not. I do not know that the men whom he selected vary from the others.

Question. I will ask you whether politics had anything to do with the appointment of men in the Brooklyn navy yard?

Answer. The members of Congress always recommend men to be employed there; they have always done it.

Question. Who recommended the men appointed by Mr. Graham generally?

Answer. That I do not know.

Question. Do you know upon whose recommendation Mr. Graham was appointed?

Answer. On that of Mr. Sickles.

Question. For whom and for whose benefit was the drawing of the plans for Duane street and the Park done?

Answer. The plans for Duane street were marked "Office of Graham & Bagley, civil engineers, New York." Mr. Graham is engineer of the yard, and Mr. Bagley is his partner. Previous to coming into the yard they had an office in New York, and the plans were so marked.

Question. How was it about the plan for opening the Central Park?

Answer. I do not know for whose benefit that was done. I presume it was for the benefit of the draughtsman.

Question. Does Mr. Graham still keep that office in New York, in partnership with anybody?

Answer. I do not know that he does.

Question. When did that partnership cease, so far as your knowledge goes?

Answer. I do not know that it has ceased; I do not know but that he is still in business with Mr. Bagley.

Question. Did Mr. Graham, or any one under his supervision, make any survey of land on Long Island for private individuals?

Answer. There was a survey and a small plan made a year ago, in August or September, along in the fall of the year, by Mr. Leigh, and a person employed there by the name of Wilson, who is now ab-

sent. The survey and plan, I should think, might have taken three or four days to make.

Question. By whom was this done?

Answer. Mr. Leigh was the principal, and Mr. Wilson assisted him. Mr. Wilson was employed in the yard.

Question. Was Mr. Leigh employed by the government?

Answer. Mr. Leigh is a draughtsman with Mr. Graham—the same one that I spoke of before.

Question. For whose benefit was this work done?

Answer. I do not know.

Question. Was it for the government or for private individuals?

Answer. It was for private individuals.

Question. Who paid Mr. Leigh during the time this work was done?

Answer. He was on the roll of the yard and employed by the government.

Question. How long a period did it take Mr. Leigh to prepare the draughts, &c., of the Central Park?

Answer. The work was in the office five or six weeks, but he was not at work on it by any means all the time.

Question. State whether at that time, while this draughting was going on, any draughting was needed for the navy yard.

Answer. All that I know about that is from hearsay from the master workmen.

Question. Were you there at the time?

Answer. Yes, sir, I was there, but I have not had much to do with the work for the last year. All I know about it is what I heard from the master workmen.

Question. Do you know anything about some sills and lintels that were condemned and afterwards used by Mr. Graham?

Answer. There were some sills that came from a contractor for stone that were bad and were condemned, and they were afterwards used in the store.

Question. By whom were they directed to be used?

Answer. By the master mason.

Question. What had Mr. Graham to do with it, if anything?

Answer. All that work comes under the constructing engineer; it was his business to know.

Question. What became of the inspector who condemned the work?

Answer. I do not know anything about that.

Question. Do you know whether any materials, lumber, &c., were paid for which did not go into the yard?

Answer. No, sir, I do not.

Question. Do you know whether any men who were rated in any of the departments under the constructing engineer were rated for work which they never did?

Answer. I know that men were rated as dock builders and masons who did not and could not do that work.

Question. To what extent?

Answer. There were six or seven of those men about a year ago.

Question. By whom were those men appointed and selected?

Answer. They were appointed by Mr. Graham ; I do not know who selected them.

Question. What became of them ?

Answer. They were discharged in February, 1858, by an order from the bureau here.

Question. Why were they so rated and employed ; what did they do ?

Answer. They did nothing, some of them. One was a draughtsman, and he was rated as a machinist. I do not know why they were so rated at all.

Question. Is there an officer in the yard called the chief diver ?

Answer. There is a man with that title. He is nominally under my charge, and has been rated as such.

Question. I will ask you whether he is so employed ?

Answer. No, sir ; he never went down in the diving-bell but once. During last summer he was employed upon the barrack ground as a sort of superintendent or inspector part of the time. This winter he attends in the office.

Question. What is his pay ?

Answer. \$2 50 per day.

Question. How much of the time does he work ? How many days in the week, and how many hours of each day ?

Answer. I never saw him doing anything in the office of any account. While upon the barrack ground, I judge from observation, he was on the work, or supposed to be on duty there, during seven or eight hours a day, while the piles were being driven. Since that work has been stopped he has not been much employed.

Question. You say that he never went down but once as a diver ?

Answer. He was never in the diving-bell but once. He knew nothing about the work of diving. At my suggestion he went down once, and has never been down since. He had charge of the diving-bell at that time.

By Mr. Bocock :

Question. Did you report the diver as being inefficient ?

Answer. No, sir ; I did not, because he was appointed by Mr. Graham.

By the Chairman :

Question. What is Mr. Graham's salary ?

Answer. \$2,500.

By Mr. Groesbeck :

Question. You speak of some sills as being condemned and afterwards used ; was there an urgent necessity for them when used ? Was it proper that they should be used when they were used ?

Answer. In outside practice they would have been used. The stones were merely deficient in form and beauty. They were as strong as any, but not handsome, not true.

Question. Was there any impropriety in it ?

Answer. The only impropriety was in the price ; in paying for them as good sills when they were not first class work. It was a matter of little account. There were but few of them.

CHAS. HASTINGS.

No. 72.—WILLIAM D. KENNEDY, NEW YORK.

FEBRUARY 11, 1859.

WM. D. KENNEDY called and examined.

By the Chairman :

Question. Where do you reside ?

Answer. In New York city.

Question. What is your occupation ?

Answer. My occupation is that of a merchant.

Question. Have you had any contract with the government to supply materials; and if so, what materials ?

Answer. I have had. I will preface by saying this, that I observed an attack upon me in the New York Times, and feeling myself that it was unjust, and afterwards hearing some rumors to the effect that my name has come, in connexion with navy yard matters, before this committee, I thought it best to volunteer to come on here and present myself for examination.

Question. What do you know about inferior paints being furnished to the navy agent in New York ? If that has been done, by whom and under what circumstances has it been done ?

Answer. The only thing I know about inferior paints being furnished is this : There are at all times paints being furnished which are rejected from this simple fact: the contractor is very rarely a manufacturer, but merely a dealer, and he buys his articles of the manufacturers, and they send them to the yard directly. In reference to the paint which I think is referred to here, I know it was not furnished by me ; and if there has been any testimony here which says that I did furnish any inferior paint I should like to see it.

Question. State now whether you furnished any paints of an inferior quality to the government ?

Answer. No, sir; not to my knowledge.

Question. Who furnished the paint to the government during the last summer ?

Answer. Mr. John Wendell furnished for the Bureau of Construction, and I furnished some for the Bureau of Yards and Docks; but no paints of mine during the last fiscal year have been rejected.

Question. What abuses or frauds, if any, do you know to exist in the mode of purchasing articles upon open contract for the use of the navy yard ?

Answer. The system of open purchase is supposed to be through the navy agent, but during the time that Mr. Saunders has been in office abuses of this character have crept in; instead of the navy agent making the purchases himself, the masters of the yard buy articles, and after they are brought there the requisitions are made out upon the navy agent. In other cases requisitions are sent to the navy agent, and when the parties whom he calls upon to furnish the article go to the navy yard with it they find that it has been supplied by other parties, under the orders of the master workmen. One of the greatest abuses of open purchase in the navy yard is that after the navy agent has bought the articles they are taken to the yard, where

they are subject to the inspection of the navy officers, who not being acquainted themselves with the articles have to depend upon the master mechanic or the man who has to use them, who states his opinion as to whether the article is good, or charged at too high a price; if he says the article is too extravagant in price, then it is rejected; but if these articles come from a friend of the one examining, or from a person in whom he is interested, he will be sure to take them, no matter what the quality or the price may be; if they do not come from a friend then he rejects them. The navy agent has nothing whatever to do with the inspection of the quality or the price of the goods. Nominally he is considered to be the purchasing agent, but really he is not.

Question. What do you know about master workmen purchasing articles upon their own requisitions?

Answer. I know that Mr. King makes it an invariable practice to price every article himself.

Question. Who is Mr. King?

Answer. He is an engineer in the yard; I know that he is in the habit of buying things directly himself, sending the bills for payment to the navy agent, in many cases no requisition having been made.

Question. I only ask you for what you know; can you state anything of your own knowledge?

Answer. I am speaking now of what I know.

By Mr. Ritchie:

Question. How do you know that Mr. King does that?

Answer. Because I have received orders from the navy agent upon a requisition, and upon going to the yard have found that the articles have been supplied.

By the Chairman:

Question. Are there any other cases that you know of?

Answer. I cannot call to mind any other cases; I know that is the system of the yard; but I cannot particularize any cases now.

Question. What portion of the time is Mr. Saunders in his office in the discharge of his duties?

Answer. Mr. Saunders has been away a good deal; he has been in Kansas, I think; he has been gone several weeks at a time.

Question. Who attends to the business for him?

Answer. In the early part of Mr. Saunders' term, Charles A. Secor was acting navy agent; latterly, Geo. J. Forest has attended to it.

Question. Who makes the purchases for him now in his absence?

Answer. The acting navy agent, I suppose.

Question. From whom are the purchases made?

Answer. They are made from different parties; I do not suppose he buys all the articles from one party.

Question. Is there any other fact within your knowledge of any frauds being practiced upon the government in the purchase of articles for the navy yard?

Answer. No, sir.

By Mr. Groesbeck:

Question. You have been called upon to particularize one case where the purchases have been made directly by the masters in the yard;

you have mentioned the case of King; do you say that you know of another case?

Answer. I cannot particularize any; if you give me a little time, I could name to you many cases, but I cannot think of them now.

Question. You say that you know that to be the practice or the system of the yard; how do you know that?

Answer. Because I have heard it many times; I have gone over there, I have heard it from the navy agent and seen the bills come in to the navy agent, that had never been authorized by him.

Question. Why can you not particularize more than one case?

Answer. I only know by seeing the bills, and hearing them talking about it; it must have occurred, or they would not have said so, and these bills would not have been there.

Question. You have referred to Charles A. Secor as acting navy agent; did he supply many of the materials purchased?

Answer. He is not Mr. Secor the security; Francis Secor is the Secor & Co., who sell the goods; Charles A. Secor is his son; Zeno Secor is another son, and is security now.

Question. Have you any idea of the amount of these articles which Secor & Co. supply for the yard?

Answer. I have not.

Question. Is it large or small?

Answer. It is large. I suppose they get the great bulk of the open purchases.

Question. What is the amount of open purchases?

Answer. I think the navy agent (my impression is) buys about \$30,000 a year.

Question. Have you any opportunity of coming to a correct estimate?

Answer. The only opportunity I have is to see the bills at Saunders' office.

Question. Are not the open purchases more than from \$30,000 to \$35,000?

Answer. I do not know; that is my impression.

Question. You think that Secor & Co. get the larger amount of these articles by purchase?

Answer. I think they have had it at times. Then, again, they do not receive any orders. Once in a while a circular comes from the bureau to Mr. Saunders, directing him to let the contractors bid for the articles.

By the Chairman :

Question. What are the instructions from the department to the navy agent?

Answer. The circular issued by Commodore Smith states that when articles are to be bought in open market the navy agent shall send circulars to the contractors of articles in that line, (not less than three of them, I think,) and then that the preference shall be given to a contractor if he proposes to furnish at lower prices than other parties. He can send out as many circulars as he thinks proper.

Question. Were these instructions complied with?

Answer. I should think not altogether. They have been complied

with to a certain extent, however, for some articles, because I have received the circulars myself; but how far these instructions have been complied with I am not able to say; and it would be difficult for any other person to say, unless he is in the navy agent's office.

By Mr. Bocock :

Question. Have articles been bought from you in open market?

Answer. Yes, sir.

Question. How much?

Answer. About \$1,500 worth in the course of the present fiscal year, perhaps.

Question. What price have you put the articles at that you sold?

Answer. The same as when I sold to merchants.

Question. Are you a contractor to supply articles to the yard?

Answer. Yes, sir; and when I sell these articles upon open purchase I charge the government at the same price as I would charge merchants.

Question. How came the articles to be purchased of you?

Answer. Because I was a contractor, and in most cases I agreed to furnish them lower than other persons, and under the circulars sent out by the agent, in pursuance of the instructions of the bureau, I would receive the preference. In some cases requisitions were sent to me without a circular.

Question. From whom did you receive the requisition?

Answer. From the navy agent.

Question. You have spoken of an engineer making outside purchases for himself. You speak of one case only. Is it necessary in order to enable the navy agent to buy articles in open market to have a requisition signed by the commandant of the yard?

Answer. Certainly.

Question. How then was it that the engineer bought the articles you spoke of?

Answer. He bought the article himself, and after he bought it the bill would pass through and go to the navy agent's office for approval.

Question. Does it go to the commandant of the yard for approval?

Answer. Yes, sir; it goes then from the commandant of the yard to the navy agent.

Question. You mean to say then that the article is bought and the requisition is made out afterwards?

Answer. Sometimes no requisition is made at all.

By Mr. Groesbeck :

Question. How does the bill get through the commandant's office then?

Answer. I suppose he would sign bills when presented to him without his knowing whether there had been a requisition made or not.

By Mr. Bocock :

Question. Are the bills all presented to the commandant of the yard?

Answer. The bills are all signed by the commandant.

Question. Before they go to the navy agent?

Answer. Yes, sir; the bills are signed by the storekeeper, by the

inspecting officer, and by the commandant. He signs bills as well as requisitions.

Question. Then before the money is paid by the navy agent, the transaction has to pass under the supervision of the commandant of the yard?

Answer. In the first place the requisition is made out and signed by the storekeeper and the commandant of the yard. The goods are then delivered in the yard and undergo inspection there. The bills are then made out by the storekeeper or some other person, and then they are signed by the commandant, storekeeper, and the inspecting officer.

Question. Then, if these frauds are perpetrated upon the government, it must be through the neglect of the commandant, the storekeeper, and proper inspecting officer. Is that not so?

Answer. I think not. I think that Commodore Breese is a capital man. I think that the way frauds are committed, if fraud is committed, is this: Any time you may go through the New York navy yard you will find a lot of young men going around through the different workshops to ascertain what articles they may be in need of; after ascertaining what articles they may be in want of, they may make application to the navy agent to supply the requisitions when they were made upon him from the storekeeper of the yard. Now, all these articles, when they go into the yard, after they pass inspection, go to the workshop; the master workman having examined them, if there are any frauds, they are committed in that way between the man who supplies the article and the one who uses it.

Question. Then, how do these parties get the signature of the commandant of the yard and the inspecting officer, to their requisitions and their bills?

Answer. The requisition has been made out and sent to the navy agent; in the meantime, in some cases, the article is bought without a requisition, and the bill passes through and goes to the navy agent to be paid.

Question. Then, there is a failure upon the part of the commandant of the yard?

Answer. No, sir; it is a failure upon the part of the storekeeper, probably.

By Mr. Groesbeck:

Question. How can the commandant approve a bill when he was not sent a requisition beforehand?

Answer. I cannot answer that. I do not know. To the best of my knowledge and belief, there has never been a gentleman connected with the navy service, as captain or lieutenant, who has been accused of any dishonest act, or even suspicioned of it, at least as far as I know of. I know I have never suspected any one myself; and I never have heard a suspicion breathed against a naval officer in that respect.

W. D. KENNEDY.

No. 49.—H. F. CLARK, HOUSE OF REPRESENTATIVES.

FEBRUARY 8.

HORACE F. CLARK called and examined.

By the Chairman :

Question. What is your official position ?

Answer. I am representative in Congress from the 8th congressional district of the State of New York.

Question. Was your attention called to the mode of dispensing and distributing patronage of the Brooklyn navy yard about the time your term of office commenced ?

Answer. I was elected to Congress in November, 1856. Prior to that time I knew nothing of the navy yard. About the time of the incoming of the present administration my attention was specially called to the mode in which the patronage of the navy yard was dispensed. My attention was first attracted to the subject by receiving a very great number of applications from mechanics and laborers in my district for my interference to procure for them places in the navy yard. To such an extent was this demand that it became onerous ; indeed, offensive. My house was run down. I was addressed in the street upon the subject. When in the lower part of the city on business I would be pursued. And I really could find no rest by reason of the great number of such applications.

Another class of applications was from men who desired to have procured for them the situation of quarter-men in the navy yard, at \$2 50 per day. Another class was from men who desired to have procured for them the situation of masters in the navy yard. And between them all I found that more was required of a member of Congress than I had imagined. It appeared to me that I was expected to find places for the unemployed, and there were too many of that class in New York to render it possible that I should voluntarily undertake that business. Finding the pressure upon me so great as to interfere with my comfort I came to Washington and had an interview with Mr. Toucey, Secretary of the Navy. This was, I think, in the summer of 1857. I may also mention that, previously to this time, I had received applications from individuals who had it in view that I should interest myself in obtaining jobs in the navy yard, such as "filling in," and large inducements were occasionally held out to invite participation in that kind of enterprise ; but, of course, I gave no countenance to such suggestions. My visit to Mr. Toucey was for the purpose of obtaining some personal relief from this very great annoyance to which, as a member of Congress, I had been subjected. I have never visited the Brooklyn navy yard since I was a member of Congress. I was there, for the last time, in the month of May, 1853, to witness the raising of a steamer in the dry dock. My acquaintance with the navy yard and its transactions is therefore derived otherwise than from personal observation.

Question. Proceed, if you please, to state the substance of your interview with the Secretary of the Navy, and the result of it.

Answer. I told Mr. Toucey of the state of things in New York, and

of the pressure which was brought to bear upon members of Congress. I inquired about these masterships. I learned that there was a number of masterships in the Brooklyn navy yard in his power of appointment. The sum and substance of our interview was that I requested, I think I should say strongly urged, that he should appoint some person in the navy yard who might there take care of the interests of my constituency, so far as they were entitled to representation. I told Mr. Toucey that I would not suggest the name of any person to fill any of the mechanical departments; but I named Mr. Alexander Ward, who resided in my district, for the place of master laborer, as it was called.

Question. Before proceeding further, state whether or not that place was an existing office or place, or a new one?

Answer. I am informed that it was in fact a new one. The office to which I supposed Mr. Ward was to be appointed was an office by the same title, but which had been previously filled by a person named by my colleague, Mr. Taylor. I supposed that Mr. Ward was appointed to the place that Mr. Taylor's nominee, Mr. McLaughlin, filled. I ascertained my mistake afterwards, and was informed that the office was a new one.

Question. Proceed to state your conversation with the Secretary of the Navy?

Answer. He consented to appoint Mr. Ward, and I persuaded Mr. Ward to accept the place. My whole object was to relieve myself from the discomfort attending the discharge of what I found was by some deemed to be a part of my congressional duty. I complained to Mr. Toucey of the state of things in the navy yard, although I did not attempt to state specific facts touching the administration of affairs there, having never visited the yard, and not having personal knowledge of the matter. Subsequently to Mr. Ward's appointment, when accosted anywhere by a man desiring employment as a laborer in the navy yard, I would write the name of Mr. Ward upon a card and send the applicant to him.

Question. Without examination into his qualifications or fitness?

Answer. I do not refer to mechanics. Mr. Ward was master laborer. In respect to mechanics I managed otherwise. Mr. Herrick, who had a place in the navy yard, suggested to me that he could get mechanics employed. And I said to Mr. Herrick that if mechanics from my district could get employment through him, it would be quite acceptable to me. I think he did in some instances procure the employment in the navy yard of mechanics from my district. The great number of applications results from the fact that the impression is abroad that the pay is large and the labor light. This creates the difficulty. It was represented to me that the employment could be obtained only through political influence. The employments were deemed very desirable. I think Mr. Toucey, in making the appointment of Mr. Ward, acted upon my representations as to the personal annoyance which had resulted to me from this pursuit of place.

Question. Was there no question of propriety raised between you and Mr. Toucey as to the creating of a new office for the purpose of relieving you of this embarrassment?

Answer. I think the subject of the power of making this appointment was referred to. I was unaware of the regulations of the yard in that respect, nor am I now well informed as to the authority by which these offices are created in the yard ; but I understood that there was no defect of power. I will not attempt to give the language of any person. I had interviews with Mr. Welsh, with Commodore Smith of the Bureau of Docks and Yards, and with Mr. Toucey. But I did not understand that there was any defect of power to make the appointment.

Question. What check is there practically to the appointment of any number of offices, without limit?

Answer. I know of none, sir, but the check resulting from a limited appropriation.

Question. How many men had Mr. Ward under him? Did you learn from him?

Answer. I do not think that I ever made the inquiry. A complaint came to me very soon after Mr. Ward's appointment that I was in the habit of sending or recommending to him poor men without regard to their residence in the city, and without reference to their politics. I never, of course, take pains to ask a poor man, seeking employment, his opinions upon the political questions of the day ; and finding that I was getting into difficulty, I left the matter entirely to Mr. Ward. I afterwards learned from him that the number of men employed was very much restricted, and that Mr. Taylor had the great mass of laborers in the navy yard. At one period I ascertained the state of things at the Brooklyn navy yard, and it was the following : Out of 1,200 to 1,500 men employed there were eleven from my district, which is one of the most populous districts of New York. Of some forty or fifty quarter-men alleged to be employed there at \$2 50 per day, not one was from my district. Out of eighty carpenters at work, not one was from my district. I made a representation of these facts to Mr. Toucey, and complained of the inequality and injustice with which this patronage was distributed, assuming that the principle of distribution was a just one. That much was assumed.

Question. Did this distribution create strife and contention among members of Congress failing to get their proportion of patronage?

Answer. It created dissatisfaction. This whole system tends, in the first place, to the demoralization of the laboring classes, to their serious detriment, and, in my judgment, to the degradation, personal and political, of members of Congress.

Question. What is the situation of your congressional district relative to the navy yard?

Answer. My district embraces the city of New York north of the south side of 14th street, excepting the portion on the North river bounded by 6th Avenue and 40th street. The navy yard is on the other side of the East river, below my district.

Question. You are separated by the river from the navy yard?

Answer. Yes, sir ; the navy yard is in the bend of the river, opposite Corlear's Hook. The navy yard is probably directly opposite Mr. Maclay's district. There are a great many mechanics and laborers living in my district.

Question. Do you know the rules regulating the employment of mechanics and laborers in the Brooklyn navy yard further than you have already stated?

Answer. I have no personal knowledge; but I have ascertained the rules from individuals whom I have sent there, or permitted to go there in my name to seek employment. The foundation of the employment I should consider to be political recommendation, and without much regard, I should think, to the efficiency of the service.

Question. Or the fitness of the applicant?

Answer. I should think so.

Question. You made some allusion a moment ago to jobs, contracts for filling in; to whom do you refer?

Answer. I will illustrate what I mean. A gentleman walked into my office in the summer of 1857, and wished me to go to Washington to endeavor to induce the Secretary of the Navy to give him a contract for filling in dirt somewhere in the Brooklyn navy yard. My reply was that it was not my business. It was suggested to me that I could make a thousand dollars in doing it. My reply was that I would not go. That illustrates the kind of applications which come to members of Congress, arising from the system existing in the navy yard.

Question. Do you know who had the contract for filling in the navy yard?

Answer. I do not, sir; I never made the inquiry. The whole subject was one so utterly disgusting that I never prosecuted any inquiry in relation to the matter.

Question. Are you acquainted with the grounds around the navy yard?

Answer. I have some general knowledge of the locality.

Question. Is it worth anything to fill in a given place in the Brooklyn navy yard, or is it considered a privilege to dump the earth there, so that that would compensate for the filling in?

Answer. I can only speak on that subject from the information of others. It varies in different localities. For instance, in one particular place a party excavating would have to pay for the privilege of depositing the earth; in another he might be paid for its deposit. As to the state of things at the Brooklyn navy yard, I can only speak from the information of others.

Question. Have you any information now, by way of letters, correspondence, or documents, throwing any light upon the giving out of that contract for filling in?

Answer. I never followed the matter up.

By the Chairman:

Question. Did you write me a letter in regard to the navy yard matters?

Answer. I did.

Question. What induced you to address me that letter?

Answer. A sense of public duty; my interest in the community in which I live induced me to place the suggestions contained in that letter in the way of some member of the Committee on Naval Affairs,

in the hope that it might lead to inquiry, and to the correction of existing abuses.

Question. What is the tendency and effect of this mode of distributing the patronage, and conducting the affairs and management of the navy yard in Brooklyn?

Answer. Most destructive all around ; demoralizing to the class of people who seek the places ; demoralizing to the general politics of the city, and detrimental to the public service.

Question. State whether it is commonly known that the chief civil officers of the navy yard at Brooklyn, habitually neglect their duty?

Answer. I think I do no injustice to that establishment by saying that it is generally regarded in New York as a sort of political lazar house. I think that opinion would be corroborated by every gentleman acquainted with the subject.

Question. And so, by almost every official employed in the yard, would it not?

Answer. I do not know to what extent they advise you of their opinions, but I regard it as a scourge to the community in which it is located.

Question. Are you acquainted with Mr. George N. Saunders, the navy agent, in New York?

Answer. I know him.

Question. Where does he spend the most of his time?

Answer. I so rarely meet with him, that I could hardly answer that question.

Question. Do you know Mr. C. A. Secor?

Answer. I know of Mr. Secor ; I can only speak of him from his general reputation. He is, I believe, a very respectable man, and I think, a man of property.

Question. Who is Mr. D. B. Allen?

Answer. He resides in Richmond county, New York ; is connected with the Allaire Works of New York city, a large establishment engaged in the manufacture of steam engines and boilers. Mr. Allen is a brother-in-law of mine.

Question. Is he a man of character and of influence?

Answer. He is a man of very high character and of no inconsiderable influence. There is one particular fact which, perhaps, I ought to state. Mr. Alexander Ward, who, at my request, had been appointed to the position of master laborer in the Brooklyn navy yard, resigned his place, I should think some time about the month of May, 1858, after the Lecompton, Kansas, question had been disposed of by Congress. I applied to Mr. Toucey to permit me to name some person as his successor. I was induced to make this application from a remark made to me by my colleague, Hon. John Kelly, who represented to me that he had had an interview with Mr. Toucey, which justified him in making the suggestion. I called upon Mr. Toucey, and made the application or suggestion that I should still have some person there to relieve me from the great pressure upon me resulting from the application of persons to me to get them employment. Mr. Toucey did not comply with my request, but informed me that the place would be given to a person whose name I have this moment lost. He

was a political friend of Mr. John Cochrane. I ought, in justice, to say that if there be fault in the matter of Mr. Ward's appointment, I am equally at fault with Mr. Toucey. I think that he yielded to my complaints of the unfair distribution of this patronage.

Question. Is there any other fact that you think material to this inquiry?

Answer. I prefer answering to the inquiries of the members of the committee.

By Mr. Bocock :

Question. In your letter addressed to Mr. Sherman you state: "I feel confident that the bill (naval appropriation bill) as reported contains appropriations, some of which are altogether unnecessary, and several of which lead to profligate squandering of the public money;" to which items do you allude?

Answer. I allude to some items of appropriation estimated for "filling in the new purchase." That matter came before Congress at the last session, and I then derived the impression that it was unnecessary. My impression was derived from a statement made to me by my colleague, Mr. Taylor. To such an extent did he deem it unnecessary that at one time he went, as I am informed, before the Committee of Ways and Means and suggested to them to leave it out of the bill. Subsequently, however, I believe he changed his views in that respect. I still acted, however, upon the impression his statement first made upon my mind. I observe that in the present bill there is an appropriation for this very matter. I had no doubt that Mr. Taylor's first statement to me was correct; that there was no actual necessity for that "filling in." And there are several other matters which I think are unnecessary. As the Brooklyn navy yard lies upon the water there is hardly a limit to the "filling in" that can be carried on there.

Question. Do you know of the uses to which that "filling in" was to be applied, the purpose for which the land thus prepared was to be used?

Answer. It was, I think, for some purpose connected with the navy yard. "For filling in new purchase" is the item to which I refer. I have no personal knowledge of that new purchase. I derived all my information from Mr. Taylor and others of my colleagues who have spoken of it.

Question. Your belief then was founded upon information derived from Mr. Taylor?

Answer. Yes, sir; Mr. Taylor represented the district contiguous to the navy yard, and had, as I supposed, superior knowledge of the necessities of the yard to any one else. If I went astray upon the subject, he first led me astray. I will also say that I have reason to believe that in almost every department of that yard the laborers are over-crowded. I think a hundred witnesses could be produced who would not hesitate to express that opinion.

Question. I want to know your views upon this subject of items of appropriation for the navy. You say that there are several items in the naval appropriation bill which will "lead to profligate squandering of the public money." Now state all you know about the expend-

ing of the money and the management of the navy yard, so as to explain to what you had reference in that paragraph of the letter.

Answer. I had reference to the information which I had received as to the new structures going on there, among other things the launching ways. I have never seen them, and of course I cannot speak as to them from personal observation; but from information which I received from men at work there I came to the conclusion which led me to express myself perhaps thus strongly in my letter to the chairman of your committee.

Question. Then you do not know any thing about that matter of your own knowledge?

Answer. I have stated that I have not been in the navy yard since 1853. The extent of my hearsay information is of course considerable, but I do not feel at liberty to introduce it here. I received certain information in relation to these launching ways from some of the masters employed in the Brooklyn navy yard. Upon reference to Commander Smith's report from the Bureau of Yards and Docks, I perceive that he says in relation to these launching ways that the work upon them has not been judiciously conducted, and he also says that the work is not satisfactory upon the quay walls.

Question. Tell me, if you have any knowledge of the fact, do "some of those master workmen make sale of the privilege of working in the yard," as you state in your letter to Mr. Sherman? Have you any knowledge of your own on that point?

Answer. Of course I have never been present at any transactions of that kind; my knowledge upon the subject is derived from the statements of others; the facts which induced me to make that statement in my letter were derived from poor men who represented to me that they had been levied upon there; I might have qualified my statement somewhat perhaps; I took pains to satisfy myself that such practices did exist to some extent; they assumed various forms; for instance the form of presents; the form of contributions to pay members of Congress to come to Washington for specific purposes; but having never been a participant in any such transactions, I cannot testify myself to the circumstances.

Question. Do you know of your own knowledge of any abuse of men answering to their names at roll-call, and afterwards absenting themselves from duty, and cheating the government by so doing? I ask you if you know of any such thing of your own knowledge, because mere hearsay testimony we do not wish to put upon record; but all that you know, all of your actual knowledge in relation to the subject we wish to have?

Answer. I have no actual personal knowledge upon the subject which would amount to testimony; and, indeed, it is not improbable that facts have been discolored in their representation to me.

Question. What, in your opinion, is the great evil in the management of that yard?

Answer. That it is conducted as a political machine.

Question. Through what instrumentality has it become a political machine? what part of the management of the yard makes it a political machine? So far as your judgment goes, I mean.

Answer. The appointment of politicians pure, in the civil branch of the yard.

Question. Do you know anything about Mr. Delano, the naval constructor in the Brooklyn navy yard?

Answer. I am told that he is a man of high standing and character; I have never seen him; I do not refer to him, however, in what I have said; I will illustrate what I mean; a building or a ship is to be painted; one hundred men can be put on that work when half the number would do as well; a private individual would, perhaps, employ only ten or twenty men where the government might employ one hundred.

Question. Do you know Mr. Graham, the constructing engineer?

Answer. I know Mr. Graham.

Question. Can you speak of his character and qualities as an efficient business man?

Answer. I have never been in the navy yard since 1853, and have no particular knowledge of Mr. Graham's efficiency. I think that I united in recommending him for the position. I will say, that I have reflected a great deal upon this subject, in order to devise some legislation that may reach these abuses, but I have not been able to make up my mind what it should be.

Question. Who selects the mechanics under the master workmen in the yard?

Answer. I will answer that question by producing this letter, which I have received from Mr. Toucey.

[See Appendix to this deposition.]

Question. What is the effect of that regulation?

Answer. It is manifest that one politician will employ another, and he is as likely to employ a politician as to employ a mechanic. The government needs mechanics, but members of Congress need politicians.

Question. Did you not insist upon Mr. Ward having the selection of the men to be employed under him?

Answer. Mr. Ward was not a mechanic, but a master laborer. I stated to Mr. Toucey that I was unacquainted with the mechanical capacity of the great number of men who came to me asking for employment, and I asked the appointment of a master laborer, as the men employed under him would be required to understand only the arts of humble labor.

Question. Did you write a letter to Mr. Toucey asking that Mr. Ward should have the appointment of the men employed under him?

Answer. I think I did not, but will not be positive about it. Members would apply to each other to sign some paper or other, and I may have attached my signature to such a letter. I will not speak with confidence, but I have no recollection of it.

Question. Is it your opinion that government work could be done without the use of navy yards?

Answer. My opinion is that the great part of the government work could be done without the use of the navy yards, and at a much less cost. For instance: if the government wants a ship built, it could have one built as well out of the navy yard as in it, and probably at

one-third less than the price it now costs. There are some good things about a navy yard ; in the Brooklyn navy yard there is a good dock.

Question. Do they keep in the private yards a sufficient amount of timber, live oak, &c., for the work the government would be likely to want done?

Answer. Well, I can say to that, the Emperor of Russia wishing to have a frigate of the first class built, had it constructed in New York, in the private yard of one of our ship builders.

Question. But, then, she does not have so much work done as our government does?

Answer. I have to say that my chief objection to the navy yard, is the demoralizing influence upon the people, and, I think, that injury is not compensated by any advantage that may result from the maintenance of these navy yards. I think that the profligate squandering of the public money in a community, tends to the destruction of popular liberty.

Question. What can be built out of a navy yard, that is now built in it?

Answer. I have no sort of doubt but that steam engines can be built out of a navy yard, better than in it ; and I have no doubt that the hull of a ship can be built as well out, as in, and I see no more reason why the government should have establishments specially to build men-of-war, than to have hatters' shops, or clothing shops, or shops for the making of boots and shoes. I think the business of the government is rather to employ, and fight ships, and not to build them.

Question. Have you any knowledge of the manner in which work is done for the government by contract?

Answer. I have no personal knowledge.

Question. Do you know of extensive frauds having been perpetrated upon the government, in the way of furnishing it with bad materials, &c.?

Answer. I have been informed that frauds are practiced upon the government ; and it is my impression that such is the usage. I believe so at all events.

Question. I want to know from you if, in your judgment, all the parties in New York make appointments to places there dependent upon political considerations?

Answer. I think it is so. I think it is one of the evils of the day. I never dreamed, until after I was elected to Congress, that politics was resorted to as a means of livelihood. It is undeniable that men resort to politics for a livelihood.

Question. That is what you call politicians by trade?

Answer. Yes, sir, they follow it for a living.

Question. When you went to the Secretary of the Navy in relation to the appointment of Mr. Ward, did you discuss the propriety of making a new office, either with Mr. Welsh or with the Secretary?

Answer. No, sir, I do not think I did. I applied for a place for him as master laborer, and understood that I received it. I never knew, until afterwards, when Mr. Ward informed me in New York that he had not got the place I contemplated.

Question. You speak of suggestions made between Mr. Toucey and yourself as to the creating of a new office?

Answer. I asked about a number of things. I was informed that one of my colleagues had twenty-six persons in the navy yard distributing patronage. I mentioned to Mr. Toucey the circumstance, and inquired if there was any limit. I suggested that the best way was to take this all away from members of Congress, and relieve us from this pressure, which, in my judgment, was degrading to members of Congress, and would render it impossible for respectable men to hold the position. I made inquiry about this in consequence of the representation that Mr. Taylor had these twenty-six men in the yard, and that other members of Congress had representatives there. I did not look into the law, nor did I know until some month or two afterwards that the office of Mr. Ward was not invested with large patronage.

Question. Can you state the different duties which Mr. Ward had to perform—the duties of master laborer?

Answer. I have no personal knowledge upon the subject.

Question. Are you sure that Mr. Ward was not master laborer?

Answer. I am sure he was not in the position he expected to be in. I was told at the Navy Department that Mr. Ward would have the employment of laborers. Laborers came to me saying that Mr. Ward could not employ them; that Mr. Taylor's man had the employment of laborers. I do not know now what it means; it is all complicated. It seems that there were two master laborers.

Question. Do you know how many Mr. Ward had under him?

Answer. I never instituted the inquiry, sir. I had no idea. I do not think I ever made particular recommendations to Mr. Ward in a dozen cases. If a laboring man called upon me, I would say go over to the navy yard and inquire for Mr. Ward. That was all. I would not take his name, or make any particular inquiry.

Question. What is the duty of master laborer? Is it not to look after the subordinate laborers, and see that they discharge their duties properly?

Answer. The legitimate duties of a master of mechanical employments is to superintend labor, not politics.

Question. And the legitimate duty of a master laborer is to superintend the work of laborers under him, and see that they work faithfully?

Answer. I should think so. Mr. Ward was entirely competent to that duty.

Question. How many men can a man properly superintend in the way?

Answer. That would depend upon the kind of work to be superintended. I should think that a man could properly superintend 20 masons upon a building. In other employments, I should think that a man might properly superintend a gang of men, 50, or 60, or 70, according to the employment and the kind of labor.

Question. If Mr. Ward had 150 or 200 men under him, could he superintend them properly? Was there a sufficient amount of business to require a man to superintend them?

Answer. Yes, sir; I have no reason to doubt that Mr. Ward discharged properly the duties intrusted to him.

By Mr. Ritchie:

Question. You speak of doing government work, building ships, &c., by contract; is not that contract system just as much liable to abuse by political influences as any other sort of work?

Answer. It may be so, but it does not render necessary the permanent establishment of a pest house in a community.

Question. Would it not render necessary its establishment sufficient to do the labor of the government, at least in one way or other?

Answer. The labor of the government is done by the same men, the same mechanics and laborers that perform labor in the departments of civil life, and it is done by the same rules, with the same tools, &c.

By Mr. Bocock:

Question. Do you know anything about an arrangement between the Secretary of the Navy and members from New York city to give the appointment of a master laborer to each district? Did you have anything to do with such an arrangement?

Answer. This subject was a matter of frequent conversation among members of Congress when we met. If I mistake not, Mr. Taylor claimed the distribution of the patronage of the navy yard as his prerogative. I was rather disposed, at one time, to favor his view, because my hope was that the Secretary of the Navy would take it all away, and relieve us of these place-hunters; but that was not consented to by all of us. I think that several of us called upon Mr. Toucey upon the subject. Mr. Searing also complained that he had not his share of the patronage. I called, I think with Mr. Searing, upon the Secretary of the Navy, and expressed the opinion that he was as much entitled to an appointment as I was. I thought so. His district is upon Long Island, and, I think, abuts upon the navy yard. After my vote upon the Lecompton question it was alleged that I was out of the party and out of favor. Some of my colleagues met to hold an inquest upon my political remains. This mastership of mine was to be parcelled out among the faithful. A meeting was called at the room of Mr. Ward, my colleague. Mr. Kelly was invited to attend, but did not go. Mr. Sickles and Mr. Maclay told me that they did not go. Mr. Cochrane did not go. I asked Mr. Toucey if he sanctioned this proceeding; this was after Mr. Ward's resignation. He said to me that he had been informed that my colleagues had met and agreed upon the disposition of the place to Mr. Cochrane. I inquired of my colleagues what the fact was. Mr. Cochrane said that he protested against my exclusion. Mr. Ward said that he did not advocate it. Mr. Kelly said that he protested against it. Mr. Sickles and Mr. Maclay repudiated it.

Question. But before this vote upon the Kansas question, what was the arrangement between the members of Congress and the Secretary of the Navy? Was it that each member should have the appointment of one master in the New York navy yard?

Answer. I do not remember that I was ever present when any arrangement of that kind was made; but Mr. Toucey informed me, upon the occasion to which I refer, that an arrangement had been

made by my colleagues by which the place which Mr. Ward held was appropriated to Mr. Cochrane.

I think that some reformation in this matter is necessary for the relief of members of Congress.

Question. And for the best interests of the government?

Answer. Yes, sir; most certainly. I believe that if you degrade the representative you cannot expect that kind of legislation which the public interests require; and I think this whole matter of navy yard and official patronage is calculated to degrade the representative, and to destroy his character and efficiency.

HORACE F. CLARK.

No. 62.—GEORGE TAYLOR, HOUSE OF REPRESENTATIVES.

FEBRUARY 9, 1859.

GEORGE TAYLOR called and examined.

By Mr. Boccock:

Question. Was there any difference between you and Commodore Kearny a short time before his removal from the Brooklyn navy yard?

Answer. No, sir.

Question. Was there any interview between you two marked with any peculiarity, in which there was any feeling manifested? If there was, give some account of it.

Answer. I will answer that question by stating that there was an interview between us, but it was not marked by any peculiarity further than a disposition on his part to accommodate me at the particular time with an interview. The circumstances which brought this interview about will explain itself. The master brick mason notified me the day before this interview that he was going to take on some 28 or 30 laboring hands, and he would divide the hands between the different congressional districts. I asked of Mr. Sturgis, the master brick mason, how many he could give to my district, and he said that he could give seven or eight. I then inquired at what time he would want their names. He said he would want them the next day. On the following day, as I was necessarily in the yard, I looked for Mr. Sturgis, and learned that he had left the yard and had gone to the marine barracks, or where they were laying or preparing for a foundation; in seeing different parties, I was detained necessarily somewhat later than usual. About half an hour before I left the yard, Mr. Sturgis returned and informed me that a list had been made out and sent in to the commandant's office for approval. I inquired of him if he had put on any laboring men from my district. He remarked that he did not know; that the engineer, Mr. Graham, had made up the list. I then told him that that was not keeping his promise or faith with me. He said he could not avoid that; the list had been made up and he had signed it, and it had been sent in to the commandant's office by Mr. Graham, and he supposed it was approved. I told him that if it had been approved I should address myself to the department by a complaint against him for not observing the orders, and if it had not been approved I would try to prevent its approval in

the commandant's office. I immediately proceeded to Captain Rootes' office, and found that he was not there, but had gone to the commodore's office. I found him there, and asked him whether he had approved a list of laborers sent in by Mr. Graham. He told me that he had not, but he presumed that it had been sent to Commodore Kearny. I left him, and then went up to the Commodore's house, and found him at dinner. I told the messenger, or his servant, that I desired to see the Commodore for a moment, to ask him a question; I would thank him to let me see him for a moment, as I was compelled to leave the yard. The Commodore very kindly left the table and came out into the front room. I asked whether he had signed that list. He replied that he had. I remarked, "I am sorry for it, Commodore, for it is not right." I thanked him for his courtesy in leaving the table, and then I left. I believe that was the conversation that took place during the interview.

Question. Did you say anything about appealing to the department upon the subject?

Answer. I may have said to him, after I had ascertained that he had approved it—I will not be certain about that—that I would be compelled to apply to the department for a correction, as the list was out of his hands. But the application to the department was not intended to apply to the Commodore in any way.

Question. Did you make any complaint to the department upon the subject?

Answer. No, sir.

Question. Did you have any agency in the removal of Commodore Kearny or Captain Rootes from the Brooklyn navy yard?

Answer. I had not, and I was not aware of their removal, and had no intimation that there was an intention to remove them, and I think it was the second day after they had been detached that I learned the fact.

Question. Have you made no complaint to the department in relation to Commodore Kearny and Captain Rootes?

Answer. None whatever, sir. After I left Commodore Kearny's house, I passed down through the lyceum, and at the outer door, or near the entrance, I met Mr. Graham, the constructing engineer, and complained to him of his action in the matter. He said that he would make it right, that he was going to take some more men on the same work the next day, and he would take the number on that Mr. Sturgis promised me. I said, that is all I have to ask. The next day he did take on more men—I do not know how many, but I think eight from my district. That obviated the necessity of my making any complaint.

Question. In stating that you would be obliged to appeal to the department, had you any allusion to removing Commodore Kearny or Captain Rootes?

Answer. No, sir, not at all. On the contrary, I felt somewhat mortified that I had troubled Commodore Kearny while he was at the dinner table, and I appreciated his kindness in leaving it to give me the interview I desired. I have never addressed a line or a word to the Secretary of the Navy, or to any party connected with the department, suggesting or inviting the removal of either Commodore

Kearny or Captain Rootes On the contrary, I have repeatedly stated to Mr. Toucey that Captain Rootes was one of the most efficient, hard-working, industrious, and faithful men we have ever had in that navy yard, and so long as the department continued Captain Rootes in that yard, the Secretary could give Commodore Kearny some indulgences, which his age and infirmities seemed to require, because the interests of the yard would be secure in the hands of Captain Rootes.

Question. Do you know upon what grounds Commodore Kearny and Captain Rootes were detached from that yard?

Answer. I have heard some intimations in the department.

Question. From the Secretary of the Navy himself?

Answer. Yes, sir.

Question. What reasons did the Secretary give?

Answer. Secretary Toucey intimated to me—he did not distinctly state it—that he had been compelled to detach Commodore Kearny on account of his age, his infirmities, and his inattention to duty, and his frequent absences from the yard. He gave no reason for detaching Captain Rootes further than it seemed proper to detach both when he was detaching one of them.

Question. Did he say that the detachment of Captain Rootes at that time, together with Commodore Kearny, would make it less hurtful to the feelings of Commodore Kearny?

Answer. I understood him to intimate that it was more for the purpose of smoothing over the matter and making it acceptable to Commodore Kearny than anything else; that he had no objection to the manner in which Captain Rootes had discharged his duty; on the contrary, he esteemed him as a most faithful and efficient officer.

Question. Do you know anything about the business capacities of the successors of Commodore Kearny and Captain Rootes in the Brooklyn navy yard?

Answer. I do not know. I am not personally acquainted with Captain Foote, nor have I ever seen him to recognize him. I have had one interview with Commodore Breese, and only one. I was much pleased with the apparent efficiency and intelligence of Commodore Breese; but I know nothing of the character of those officers, and very little of their personal history. I had no acquaintance with them, not even the slightest, before their appointment, nor did I know that they were appointed until some days after they were assigned to that yard.

Question. Are you acquainted with Alexander Ward?

Answer. I have a very slight acquaintance with Mr. Ward.

Question. Do you know anything about the removal of Mr. Ward from the Brooklyn navy yard?

Answer. Mr. Ward was not removed; he resigned.

Question. From whose district was the successor of Mr. Ward selected?

Answer. From Mr. Cochrane's district.

Question. Did you have anything to do with the arrangement as to whose district his successor should come from?

Answer. In filling up some appointments of his at that time, the Secretary suggested to two or three members, I think, in my presence,

to myself I know, that he would like very much for us to agree among ourselves as to the parties to be appointed, selecting the best men, and he would try to carry out our agreement as far as he could do so consistently with his duty to the service. I wrote on a slip of paper during the sitting of Congress last winter the appointments which were then vacant and to be filled, and suggested names from my own district for certain of those appointments. I then carried it, I think, first to Mr. Cochrane, and requested him to carry it to Mr. Kelly. It was then carried from Mr. Kelly to Mr. Maclay and General Ward. We suggested different names, and then finally yielded various points until we came to an agreement, or very nearly to an agreement. The only thing in which there was not an apparent agreement was the contest for the master laborer, which seemed to be between General Ward and Mr. Cochrane. Before the appointments were made, however, Mr. Maclay, myself, and I think some other member whose name I do not now recollect, met at the office of the Secretary and had a conversation there, and certain names seemed to be agreed upon, or rather not the names so much as that certain appointments were to go to certain districts. In the contest between Mr. Cochrane and General Ward for the master laborer, I remarked it was said that the party whom Mr. Cochrane recommended had been dismissed from the custom-house through some feeling against him, and that it was not possible for Mr. Cochrane to take care of him in any other way; and for this reason, in order to gratify and accommodate Mr. Cochrane, I united with others to give this appointment to his district.

Question. How many of the other members agreed that Mr. Cochrane's man should have the appointment?

Answer. I do not know that there was any final agreement about it. I think the gentlemen present fell into that general arrangement. I think there were three of us present, and that appeared to be the arrangement, but there was no distinct agreement. I am not certain whether General Ward afterwards pressed the appointment of the party he first suggested. I never heard anything more about it.

Question. The inference was naturally drawn by the Secretary that most of the New York members acquiesced in these appointments?

Answer. I presume that was the inference.

Question. Was it a reasonable inference from the circumstances?

Answer. Yes, sir; from what had been said, and the list of names that I wrote down.

Question. Are you acquainted with Mr. Ross?

Answer. I am.

Question. What does he hold now in the navy yard?

Answer. I believe he is master carpenter now.

Question. Does he hold any office under the city authorities of Brooklyn?

Answer. I think when he was appointed he was assessor of a ward.

Question. Has he held that office since his appointment in the navy yard?

Answer. He closed up the last year's business of that office since his appointment. He was appointed in the navy yard last summer, and I think it required some attention after his appointment. My

recollection is that he was occupied about a week afterwards in disposing of his business. His term expired in the spring, or at least his duties did. I do not recollect whether his term expired. I think he was appointed in the navy yard the latter part of May or the first part of June. My impression is that his duties as assessor expired the first of July. The whole of his duty as assessor had been performed when he received his appointment, except simply attending the board of assessors to hear any applications that might be made for correction. The assessment is generally made before the period of his appointment, and that constitutes the great portion of the labors of the assessors.

Question. Besides what you have mentioned has he discharged any of the duties of assessor since his appointment in the navy yard?

Answer. I think not. But this I can only say from my general knowledge of what is required from his office of assessor. I recollect very distinctly, however, that Mr. Ross was called upon to attend the board of assessors before the close of his official duties, and after his appointment in the navy yard, and that he got permission from the officer of the yard to for leave two or three days for that purpose. I do not recollect the exact time.

Question. Has he been called upon to discharge any of the duties of assessor since the expiration of his term?

Answer. I think not; but I do not know. Do not understand me that this was the expiration of his term, but that it was the expiration of his duties for that year. His duties as assessor closed at this time, though he remained in the office until his successor was elected?

Question. When was the successor elected?

Answer. I do not know. Since my election to Congress, and while I have been engaged in the discharge of my duties here, the charter of the city of Brooklyn has been changed, and the election of city officers now comes off in the spring instead of in the fall as before. I am not certain whether the office of assessor is regarded as one of the city officers or not. My impression is that it is a county office. But of this I am entirely ignorant, and I do not know what change has been made.

Question. Are you certain that his term as assessor has yet expired?

Answer. I could not state positively that it has; he may have continued for another year, but of this I am ignorant.

Question. When are the assessments made; at what period of the year?

Answer. During the winter and spring, I think; and the assessment-roll has generally been closed in June or July; generally in July.

Question. How often are the assessors elected?

Answer. I do not know what provision has been made in the recent change in the city charter, whether to elect them annually or biennially; and I am not able to state distinctly whether they were elected annually or biennially before that change. I never gave any attention to this matter.

By Mr. Groesbeck :

Question. Are you certain that they were not elected for more than two years?

Answer. I am not certain whether they were previously elected for one or two years. It has always been considered a very small office. We have generally selected one substantial citizen ; those who knew something about real estate, property, buildings, &c. They make an assessment ; it takes each one of them a few weeks to go through his district, and make their reports to the full board. The rolls then are made public, and the citizens are notified, appear, and apply for a correction of the rolls when they think it necessary. In wards, such as the one Mr. Ross assessed, a large portion of the property would be taken from the books of the assessor of the previous year, unless some new buildings have been put up, or something else had been done to change the value of the property.

By Mr. Ritchie :

Question. Was this assessor known as an active politician, or not?

Answer. Mr. Ross never has been a very active politician. He has been a builder by trade, a carpenter and builder ; and is known among our respectable citizens as one of our most worthy and respectable men. I do not think he has been an active politician ; if so, I am ignorant of it.

By Mr. Groesbeck :

Question. After the assessors meet in a board of equalization, as it is called with us, to hear appeals and equalize your valuations, after that board rises, can that assessor, by any possibility, perform any other official duty during that year?

Answer. That closes his labors for the year. I know of no other duties he can perform.

By Mr. Bocock :

Question. Upon whose recommendation was he appointed in the navy yard?

Answer. Upon mine.

Question. Was anything said to the Secretary about his being an assessor at the time?

Answer. No, sir ; when I recommended him I was not aware of that fact myself. I did not know it until some complaints were made by politicians in Brooklyn that he was appointed in the navy yard, while he happened to hold the office of assessor. That was the first knowledge I had of his being an assessor, as I very seldom pay any attention to such matters.

Question. Do you know anything about the manner in which he has discharged his duties in the navy yard?

Answer. I do not.

Question. Have you heard any complaints in regard to him?

Answer. No, sir ; only from politicians who wanted him to employ mechanics whom he considered unfit for employment ; they have complained that he would not accommodate them, and he has given this as the reason.

Question. Now, about another matter. There was an item in the appropriation bill of last year, and also of this year, for " filling in

new purchase" in the Brooklyn navy yard. Is that a matter of utility for the navy yard, or not?

Answer. It appears to be necessary, inasmuch as it has been decided to build the marine barracks there, and it has been thought that this marsh would be injurious to the marines. The city has repeatedly complained of this marsh as a nuisance.

By the Chairman:

Question. Is there not a great surplusage of earth in that neighborhood, and would not the privilege of dumping that earth there pay for the filling in of the purchase?

Answer. No, sir; I think there is not a great surplusage of earth in that vicinity. The earth all over our city is held at a high price by those who happen to own it.

Question. Does not the city open streets in that neighborhood, thus involving the necessity of removing and dumping the earth somewhere?

Answer. I think there was a street opened near the city hospital, which created the necessity for removing quite a quantity of earth. I understood that dirt was offered at a low price to the contractors to fill in this new purchase, but it is my impression that it has been taken up to some extent by speculators to fill in low lots and for other purposes. Every year this filling in is postponed, it will cost the government more to do it on account of the scarcity of earth for that purpose.

Question. Is this filling in necessary to prevent this ground from being miasmatic?

Answer. The lot now occupied by the marine barracks has been filled in. It was formerly all below the level of the street. I think the highest part of it must have been from 6 to 8 and 10 feet below the level of the street. When the street was made it required a very heavy filling in, and on the west of the street was the plat which the government has now filled in. The plat is now called the "new purchase."

Question. Does the government own the whole of the low lands there?

Answer. I believe all in the navy yard and about the marine hospital.

Question. Are there any other low lands in the neighborhood belonging to private parties?

Answer. I believe not; although there may be.

By Mr. Ritchie:

Question. You spoke awhile since of your "necessarily being in the navy yard." What was the necessity of your being in the navy yard?

Answer. I went there to see my friends, secure my election, and give you the benefit of my labor here.

Question. Were you frequently in the navy yard?

Answer. At that particular time I was there 2 or 3 times a week.

By Mr. Bocock:

Question. Is it necessary to pay money to fill in that location for the marine barracks, or could they not get persons who are excavating

in the city, opening streets in the neighborhood, or something of the kind, to throw their dirt there without pay?

Answer. I think not ; I think it would be necessary to pay for the dirt.

Question. Were you at one time of the opinion that there was fraud in that matter?

Answer. Yes, sir ; I thought that great frauds had been committed upon the government during the latter part of Mr. Pierce's administration, in the filling of the new purchase, and I am still of that opinion.

Question. Were you not of the opinion at one time that this filling in might be discontinued consistently with the interests of the government?

Answer. No, sir ; I do not think that I ever was of that opinion. I was of the opinion that further checks were necessary in execution of that work, and that unless further checks could be applied, it was an absolute duty of the government to discontinue the appropriation. I believed that not more than one-quarter, certainly not more than half of the work that was paid for was ever done.

Question. How has it been more recently in relation to that subject? Has there been any changes in the manner of executing the work?

Answer. An entire change. During the latter part of the last administration, I believe they adopted what was called the ticket system in doing that work. They had tickets, one of which was given for each load of dirt deposited, and then their accounts were made up from those tickets ; the fraud was practiced upon the government by parties who obtained access to the engineer's office, either legitimately or illegitimately, and stole these tickets. I have been informed by parties there that they had seen large quantities of these tickets go out when no service was performed for them ; and in this way fraud appeared to be committed upon the government. Upon the appointment of Mr. Graham, the present engineer, my recollection is that he did away with this ticket system altogether, and placed parties on the ground to superintend the delivery of the dirt and to take a memorandum of the number of loads furnished or of square yards filled in, as the contract required, and to report to him. But of the alleged fraud I had only such knowledge and information as I had obtained from parties connected with it, or parties about the yard. The facts, and my decided conviction that frauds had been committed upon the government, induced me to speak, in a conversation which I had with Governor Letcher of the House of Representatives, upon that subject. I said that I understood that these frauds had been committed, and that something ought to be done to stop them ; and I think that I mentioned in that conversation the abstraction of these tickets ; afterwards Governor Letcher called me up to him, while Hon. H. Winter Davis, of Maryland, was present, and asked me about these things, and I reported the same thing to them. It appears that that statement induced those gentlemen to go into the Committee of Ways and Means and oppose the appropriation for that filling in. I saw them and corrected, as far as I could, any error into which the general conversation of

that kind might have led them, by stating that a portion of that filling in was necessary, as I believed, and that since the change of officers there I thought it would be done properly. I had faith in the character of the officers who had charge of the matter, nor can I say, nor do I wish to say anything that would reflect upon the officers who had charge of the matter before. I have no reason to doubt their good faith and integrity of character. It was rather the system that had been adopted that had been abused by the parties employed about the office, and not the fault of the officers themselves.

Question. Is there any general or particular mismanagement in the Brooklyn navy yard, of which you can give us any account, within your own knowledge?

Answer. I know nothing of my own knowledge, of any special mismanagement. I have had reason to believe that some of the departments were not managed as closely as they should be; and I have sometimes feared that parties had been appointed to positions through political influence, who were more or less unfit for the positions to which they had been appointed.

GEO. TAYLOR.

The witness subsequently requested to add the following to his deposition:

Question. Do you know anything about the retention of Patrick Fitzgerald, painter, as foreman under Mr. Turner?

Answer. I do. Mr. Fitzgerald resides in my district, and I believed him to be a faithful man and a good mechanic, and urged Mr. Turner to retain him when he first went into the yard. I understood that Mr. Turner intended to dismiss him, and I wrote two or three times to him protesting against it; but I afterwards lost all confidence in Fitzgerald, and advised Mr. Turner of the fact. I then told him to dismiss him, as I did not consider him worthy of confidence. I saw Mr. Turner here, and he told me that he had put my letters in evidence, but that he had neglected to say that he had discharged Fitzgerald on my suggestion. He afterwards informed me that he had informed General Bocock, of this committee, of the fact that Fitzgerald had been dismissed at my suggestion, and that he requested an opportunity to state that fact under oath. I have since been informed by two of this committee that such is the fact.

GEORGE TAYLOR.

No. 69.—R. S. SWACKHAMER, WHITEHOUSE, N. J.

FEBRUARY 10, 1859.

R. S. SWACKHAMER called and examined.

By Mr. Bocock:

Question. Where do you reside?

Answer. At Whitehouse, New Jersey.

Question. Do you now hold, or have you recently held, an official position under the government?

Answer. Not since the first of last July.

Question. What was your official position before that time?

Answer. I was connected with the naval agency at New York as a clerk.

Question. Did you go out when Mr. Saunders came in?

Answer. No, sir; I remained until about the first of July, just after his confirmation.

Question. How frequently were requisitions made upon the navy agent for the purchase of articles on open purchase?

Answer. Almost every day there were some requisitions of that character.

Question. Upon whom did you call to make the purchases?

Answer. Different individuals. Most of the requisitions were given to very few persons.

Question. To whom were they usually given?

Answer. The firm of Secor & Co. received a good portion of them.

Question. In what business were Secor & Co. engaged?

Answer. I believe they were reported to be ship chandlers.

Question. Did you know them?

Answer. Yes, sir; I knew them while my brother was navy agent.

Question. Were they called upon to furnish anything out of the line of ship chandlery?

Answer. Yes, sir; I think they were.

Question. Why were they called upon to furnish things out of their line?

Answer. I do not know, sir; I have no positive knowledge; I have nothing more than would be inferential.

Question. What relation, either of business, personal, or other character, existed between Mr. Secor and the navy agent, Mr. Saunders?

Answer. I do not know, sir, of anything, except that I believe he (Charles F. Secor) was one of his sureties.

Question. What arrangement, understanding or agreement, if any, had been made between Mr. Secor and Mr. Saunders in regard to that matter?

Answer. I do not know, sir.

Question. Did you hear from either of them?

Answer. No, sir; nothing relative to arrangements. I know the manner in which the requisitions were disposed of, because I gener-

ally sent them out myself according to the directions of Mr. Saunders, or some one acting in his stead during his absence.

Question. In the absence of Mr. Saunders, what instructions did he leave with you upon that subject?

Answer. During the time that Mr. Secor attended to the office he directed that they should be submitted to him. I refer now to Mr. Charles Secor, the father of this young man, of the firm of Secor & Co., which had the ship chandlery store. Sometimes they were submitted to others.

Question. To whom were the requisitions sent in Saunders' absence?

Answer. Generally to two or three individuals, as I before stated.

Question. Why were they sent to those individuals?

Answer. I do not know positively.

Question. By whose instructions were they sent?

Answer. By the instructions of the navy agent, as I understood it. At least, when I submitted them to Mr. Saunders they were sent to those persons by his instructions, and I attended to all the requisitions during the greater part of the time I remained with him. I know there was no regard paid to the circular of the Secretary of the Navy with regard to making these purchases.

Question. Was the attention of Mr. Saunders called to that circular?

Answer. I directed his attention to it myself.

Question. What was the purport of the circular?

Answer. It was that, when purchases were made in open market, the navy agent should call upon two or three contractors, and one or two other persons, and see who could furnish the articles at the lowest rate. But these instructions were not heeded at all, in most cases.

Question. When you called the attention of Mr. Saunders to it what did he say?

Answer. I only remember one time. He said he was coming on to Washington and he would see further about this matter. In the meantime I was to give the requisitions the same directions that they had had.

Question. Did he come to Washington?

Answer. I do not recollect; he was here very frequently.

Question. Did he ever give you any further instructions about it?

Answer. No, sir.

Question. Can you state how Mr. Saunders' accounts stood in June last?

Answer. I do not know how they stood. I know how they were kept.

Question. How were they kept?

Answer. The statement made to the Secretary of the Navy during the last months I was there did not represent the finances of the office. There were generally several bills, amounting to several thousand dollars, entered as having been paid the last of one month, when they were really paid early in the following month.

Question. By whom was this done?

Answer. By the chief clerk generally.

Question. What effect would that have upon the statement of this account; would it enable Mr. Saunders to draw more money?

Answer. Yes, sir; I took that to be the design. It would present an incorrect view of the matter to the Secretary of the Navy. He would not suppose there was so much money in hand as there really was.

Question. How long did you continue with Saunders?

Answer. Until his office was confirmed; a little over a year after his appointment.

Question. What amount of bills were returned as paid which were really unpaid?

Answer. I think about \$20,000 or \$30,000.

Question. What was the aggregate amount?

Answer. It passed on from one month to another, probably increasing. I remember one bill of \$8,000 and odd, which was reported as paid in April, which was not paid until some time in May.

Question. Whom were these bills presented by?

Answer. They were generally presented by the contractors. Sometimes they came from the banks.

Question. How were the bills paid; in gold or by check?

Answer. During the first year; or part of the first year, they were mostly paid by checks upon the bank. The money was kept in the bank and the bills were paid by checks upon the bank. Afterwards they were paid by checks upon the treasury, or in gold.

Question. Where was Mr. Saunders during most of this time?

Answer. He was in Kansas a good part of the time. At least it was so reported.

Question. How frequently was he at his office in New York?

Answer. I do not think more than one-third of the time while I was acquainted with that office.

Question. Who did the business in his absence?

Answer. It was mostly done by the clerks of the office, except signing the checks upon the treasury, &c., which was done part of the time by Mr. Secor. Mr. Blood, however, had large deposits in the bank in his own name, and he drew upon the bank if necessary.

Question. Did Mr. Saunders leave blank checks.

Answer. Yes, sir; I think he did in some cases.

Question. State how the prices charged for articles bought on open purchase compared with the fair market value of the same articles?

Answer. In many cases I think they were pretty nearly the same. They corresponded with the market value pretty nearly. But in some cases they were a good deal above. I think some large purchases were made where the amount was probably 100 per cent. more than the article could have been bought for.

Question. Give us some examples of that kind of business?

Answer. I cannot recollect any at present. I recollect a contractor coming in one day and saying that a requisition had been sent to other parties while he had a contract for the same article, and he

thought he was entitled to supply these articles on open purchase. He said he could furnish them for 300 per cent. less than they were furnished; meaning, as I inferred, for one-third the amount.

Question. What was the price of the article according to the contract?

Answer. I do not know; I do not know what article it was now. I knew at the time, but I did not charge my mind with it.

Question. Can you state about the amount of purchases in the course of the year on open purchase by the navy agent of New York?

Answer. No, sir, I could not; even approximately.

Question. Would it approach half a million?

Answer. I do not know; frequently purchases are made amounting to some thousands of dollars in a day. Not often, however. Generally they are small articles; but sometimes they are large articles. Timber was one of the heaviest articles purchased.

Question. Where did they purchase their timber?

Answer. Mostly from Wesley Smith, of New York.

Question. What was his business?

Answer. He had a saw mill near Greenpoint, I think.

Question. Were the purchases made through Secor of Smith?

Answer. No, sir; these purchases were made directly from Smith. The dry goods were not purchased from Secor as a general thing; they were generally purchased of William Matthews. Paints and oils were latterly purchased principally of Mr. Kennedy.

Question. State what information you have in regard to any arrangement, or whether there was any arrangement with any of the contractors, or any of these persons employed by Mr. Saunders, by which Mr. Saunders was to receive any portion of the amount of the sales.

Answer. I could not say as to that. I do not know that it was on account of purchases made, but I know that he did receive money for paying the bills of contractors before money had been received, and receiving percentage upon the payment, while others whose money had been received at the office were refused payment under the pretext that their bills were not ready. I think he received a percentage of one per cent. in one instance.

Question. Do you know of any case in which any money passed through Secor, or any of these contractors of Mr. Saunders, and a portion was retained by Mr. Saunders out of the money due to them on their bills?

Answer. No, sir, except as above stated. I had nothing to do with that matter.

Question. Who could inform us upon that subject?

Answer. I suppose that Mr. Blood, the chief clerk of the navy agent, could.

Question. Would he know of such things?

Answer. He ought to know of them, sir.

Question. Do you know whether the master workmen or other

persons make terms with these persons in any case to receive commission out of the purchases.

Answer. I have no doubt whatever that the commission is paid upon purchases. I have no positive evidence of it; but I am as confident of it as of many things where I have positive evidence.

Question. Can you state any facts from which you would infer it?

Answer. There was the greatest precaution taken that the requisitions should go in just such and such directions. Another inference was that those requisitions were sent without any effort to purchase at the lowest market price, as a general thing.

Question. State any particular instances that have fallen within your knowledge of frauds committed upon the government directly or indirectly, by any officer under the navy agent or by the navy agent himself.

Answer. I do not know anything further than I have stated; the manner in which the accounts have been kept, and the manner in which the purchases have been made.

FEBRUARY 11, 1859.

R. S. SWACKHAMER recalled.

By Mr. Bocock:

Question. Are you familiar with the manner in which the navy agent settles his accounts at the department?

Answer. Yes, sir; I believe I am.

Question. How often is he required to make settlements with the department here in Washington?

Answer. What are termed the quarterly accounts are made out at the end of every three months. There are partial renderings every month.

Question. What is the difference in making these settlements, between the monthly statements and the quarterly statements?

Answer. The monthly statement is merely a statement of the moneys received and of the payments made during the month. The quarterly statement embraces the three months, with the bills sent to the 4th Auditor. The bills are generally made out in triplicate. There are three bills; one of which is sent to Washington to be examined before the bill is paid; one is retained; and the third is sent to the 4th Auditor at the quarterly settlement.

Question. As I understand this, one bill is sent here before the money can be drawn here to pay it?

Answer. Yes, sir; unless it be paid out of other funds.

Question. When the money is paid to the persons who furnish the articles, their receipts are taken, and at the end of the quarter that receipt is returned to Washington to show that the money has been expended?

Answer. Yes, sir; one of the receipts.

Question. Would it be possible, without forgery, for any cheating to be done or fraud committed in the quarterly settlements of the accounts of the navy agent?

Answer. The accounts for the quarter are not usually sent to Wash-

ington until about three months after the expiration of the quarter; and it is sometimes the case that receipts which belong to one quarter are introduced into another. Receipts which belong to one month are introduced as being paid in the preceding month, and consequently they go sometimes into the preceding quarter.

Question. Do not these receipts, by their dates, show when the money was paid?

Answer. The receipts are generally left blank in these cases. The contractor when he receives his money signs his name, and afterwards the date is filled in to correspond with the entry upon the book. For instance, if a bill is entered as having been paid upon the 30th of September, when it was paid in October, when the parties have signed the receipt in blank, the date will be filled in to correspond with the entry. Sometimes when the contractor fills up the receipt himself when the money is paid, the date is scratched out and made to correspond with the date of the entry.

Question. By whom is this done?

Answer. By one of the clerks of the office.

Question. By Saunders' direction?

Answer. I do not know anything about that.

Question. Do you know whether Mr. Saunders has had any personal agency in the anticipation of payments?

Answer. I suppose he understood the manner in which it was done. I do not suppose it would be done without consulting him in reference to it.

Question. Do you know?

Answer. I do not.

Question. Was that going on as a common practice when you left the office?

Answer. I do not recollect whether I saw it during the last month.

Question. What was the state of his accounts when you left the office? Were they pretty square?

Answer. I think they were about the same as they had been.

Question. How had they been?

Answer. I judged that Mr. Saunders had overdrawn considerably from the fact that he kept his accounts as they were kept.

Question. Did you ever give any intimation to the department in relation to that?

Answer. Never anything.

Question. Who was the navy agent before Mr. Saunders?

Answer. Mr. Swackhamer, my brother.

Question. Was that practice in existence during his administration in that office?

Answer. I think it was, sir.

Question. Dating accounts incorrectly?

Answer. I think it was a part of the time.

Question. Do you think your brother knew anything about it?

Answer. I could not say positively whether he did or not. I think he did before the close of his term.

Question. Did he have the same opportunity to know of such things that Mr. Saunders has had?

Answer. Yes, sir.

Question. To what extent did it prevail in his administration?

Answer. I think it probable nearly the same.

Question. Was it the practice, during your brother's administration of that office, to receive any compensation beyond his \$3,000, by way of division of profits, or anything of that sort?

Answer. I do not know whether he received anything, or whether he did not. All the clerks sometimes received presents.

Question. You do not know of anything of the sort?

Answer. I do not know that he ever received anything. I knew money to be handed him by some of the clerks in one or two instances, and he required that it should be refunded.

Question. There is a general idea pervading the country that it is a common practice for navy agents to give their purchases to particular establishments, upon an understanding with those houses that the navy agent shall share the profits. Do you know anything of that in the administration of your brother or of Mr. Saunders?

Answer. Nothing more than I have stated. My brother directed that all purchases should be made at the lowest market prices.

Question. Do you know upon what pretext that money was rendered to your brother?

Answer. I presume it was on account of purchases made. I think it was so stated.

Question. Were you clerk with your brother?

Answer. Yes, sir.

Question. During his whole term?

Answer. Yes, sir; during his whole term.

RULIFF S. SWACKHAMER.

No. 71.—GEORGE N. SANDERS, NEW YORK.

FEBRUARY 11, 1859.

GEORGE N. SANDERS called and examined.

By Mr. Bocock:

Question. Where do you reside?

Answer. In New York city, 130 west 14th street.

Question. What is your official position?

Answer. Navy agent for the harbor of New York.

Question. How long have you held that position?

Answer. Since April, 1857.

Question. Tell us, as briefly as possible, your duties as navy agent?

Answer. My chief duty is to make requisitions for money for creditors of the government, and to pay it out to contractors, officers of the navy for travelling expenses, and allotments of officers and sailors at sea.

Question. Does not the purser pay the navy officers?

Answer. Not always. It is usual, when officers of the navy are ordered to sea, for the Secretary of the Navy to order the navy agent to advance them two or three months' pay.

Question. You say your duty is to make requisitions for money and to pay it out?

Answer. Yes.

Question. Have you no other duties, such as the purchase of articles, &c.?

Answer. Yes; but that is a subordinate duty. The great duty is the examination of bills and allotments, and seeing that they are correct. There are now about three hundred allotments paid in my office; on the first of every month we have two hundred persons, mostly seamen, in and about the office at one time drawing their allotments. The paying of these allotments is a responsible duty. We must identify all these parties and see that the money is paid to the right persons. If we make a mistake it is our loss; but I am happy to say that no mistake of the kind has occurred in the office since I have been there; nor has government lost a dollar in the disbursement of money through my office. I say that the government has not lost anything because I take it that if, while using all proper care and vigilance, I should pay money to the wrong party the government would not hold an innocent officer responsible; otherwise, the responsibility of disbursing about \$2,500,000 a year would not be assumed by any one.

Question. What is the amount of the bond which you are required to give?

Answer. Two sureties of \$75,000 each.

Question. Who are your sureties upon that bond?

Answer. At present Zeno Secor and Robert J. Walker.

Question. Who was your surety before Zeno Secor?

Answer. Charles A. Secor.

Question. Who before him?

Answer. He was one of the first sureties. Upon my confirmation by the Senate I was freshly commissioned, settled up my accounts on the 23d of June, and renewed my bonds.

Question. How often are you required to settle your accounts?

Answer. I make a statement monthly to the Secretary, and quarterly I send in my vouchers to the Fourth Auditor.

Question. You are required to furnish an abstract monthly?

Answer. Yes.

Question. And once a quarter to settle up with vouchers?

Answer. Yes.

Question. If you were to send improper vouchers what would be the check?

Answer. The creditors themselves would not be quiet, and would call the attention of the department to the fact. I could not send in an improper voucher without it being a forgery, or paid to the wrong person.

Question. Could you send on a statement of money paid at the end of one month, when it was not paid until the end of the next month?

Answer. No; the papers will exhibit the fact of the time of payment. I make my return to the Secretary within three days after the close of the month, and the quarterly statement to the Fourth Auditor is but a recapitulation of the monthly to the Secretary; the only differ-

ence is in the vouchers. I could not make a statement that could not easily be corrected outside and independent of my office.

Question. What is the nature of the vouchers which you send to the Fourth Auditor?

Answer. I have a pocket full, (drawing a bundle amounting to some eighty thousand dollars and laying them upon the table for inspection.) These bills were sent to me from the yard that I might make requisition upon the department for their payment, they are precisely as received, with the exception of the receipt at the bottom, which is my voucher for payment. Had I discovered or believed anything to be wrong in the bills, it would have been my duty not to make requisition for the money, but to refer the matter, with my objection to the respective bureau for their action. I have no knowledge of these bills except what any of you might gather from the face of them. The committee can see from examining them the character of the bills made out. These bills are made out in the navy yard. Here are some bills of Mr. Secor, and in every instance they are approved by the inspector and by the commandant of the yard. I have never paid a dollar upon such bills as these, but upon the credit of the commandant's certificate. The bills are made out in the yard, and the articles inspected and received before I ever approve of them.

By Mr. Groesbeck :

Question. Do you buy articles for the navy yard?

Answer. I make requisitions upon Mr. Secor, for instance, and generally he takes the articles over to the yard, and then they fix the price and the seller brings the bills to me for approval. The purchases made by those in the yard, however, are much greater than those made by me.

By Mr. Bocock :

Question. Now, right here at this point, I want you to state what is the extent of your duty and power as purchasing agent.

Answer. That is a debatable point. I will state how far I have exercised that power; I think I have not exercised any powers that are questioned. When I am called upon to purchase any article for the navy yard I send the order to a merchant who I am satisfied will not perpetrate a fraud upon the government. The goods are received by the naval storekeeper; the quality approved and price fixed by the various inspectors, under the general supervision of the lieutenant and commandant of the yard, each being responsible for the quality of the article and the price. The bills are made out at the yard, after these preliminary steps have been gone through with, and sent to me for my approval. Now frauds can only be committed by the merchant in sending a spurious and inferior article to the yard. An approximation to the price of a top article is easily ascertained, and any extravagant charge can always be detected at the bureau. I have taken care to give my orders to none but those I believed to be merchants of respectability, who would never think of perpetrating a fraud upon the government. I rarely see the articles myself. The bills are made, and the price fixed, and the bills approved before they come to me. If I saw upon its face, (for that is easily seen, except where the article delivered is a spurious or inferior article, or where it has not been

delivered at all,) if I see upon the face of the bill that it is all right, I approve it and send it to the bureau. They approve, and requisition is made upon the Secretary of the Navy, and the money is drawn from the treasury to pay it. Sellers have appealed to me to protect them against what they called the tyranny of the inspectors and sometimes of the commandant; but I have not interposed in their behalf, although sometimes I have been satisfied that injustice has been done them. There was one case arose in which it was a question in my own mind what was my duty, and it is a question with me yet. I gave to Mr. Joseph Grice, a contractor himself, and the agent of a contractor for lumber, an order for some black-walnut timber, which varies very much in price, according to the difference in the quality. He took the timber to the yard, and charged \$80 a thousand feet for it. The inspector, it appears, knew a western man, not known to my agency or to the trade, brought to my knowledge only after Mr. Grice had delivered the lumber, who had a large lot of black-walnut lumber on hand that he was willing to sell at a lower price, and therefore the inspector rejects this timber of Mr. Grice on account of the price, and took the other man's timber. I had given the order to Mr. Grice because he was a man of respectability and standing as a contractor and the agent of a contractor. The following is a copy of the requisition sent to me from the yard :

No. 1014.]

U. S. NAVY YARD, NEW YORK,
March 13th, 1858.

SIR: There is required under the appropriation for increase, repairs, &c.

Bureau of construction, &c.

FRIGATE WABASH, constructor's department.
Furniture.

600 feet black walnut 1 inch.

To be selected.

Open purchase.

Approved: THOS. R. ROOTES,
Commander pro tem.

Respectfully your obedient servant,

ANSON HERRICK,
U. S. Naval Storekeeper.

To the NAVY AGENT.

The above requisition was awarded to Joseph Green, contractor, March 15, 1858. It was, however, purchased of Richard Green by the yard, who was not a regular dealer, and not known to the office; he was entirely an outsider. He came from Illinois to the New York market in the fall of 1857 with a large quantity of black walnut, and he remained during the winter, and stored the stuff, selling it whenever opportunity occurred at any price. Green went to the yard and saw the master joiner, and told him he had this stuff. Mr. Grice's lumber was sent to the yard but not received. Upon the delivery of the lumber by Mr. Grice, the commodore wrote me the following letter, and I addressed to him the following replies upon the subject:

Copy of a correspondence between the commandant and navy agent, in relation to the purchase of black-walnut lumber.

NAVY YARD, *New York, April 2, 1858.*

SIR: A lot of black-walnut lumber delivered at this yard on requisition, and charged at \$80 per 1,000 feet, has been rejected on account of price. It is reported to me that the price of such lumber is \$50 per 1,000 feet.

Respectfully, your obedient servant.

L. KEARNY, *Commander.*

GEO. N. SANDERS, ESQ.,
Navy Agent, New York.

NAVY AGENT'S OFFICE, *New York, April 8, 1858.*

SIR: Your letter of the 2d inst., in regard to a lot of black-walnut lumber recently delivered at the yard, has been received.

I have made inquiry, and ascertained that \$80 per 1,000 feet, is considered the fair market price for lumber of the description required. From application made to six parties, I received the following offers: A. Durgee, at \$80 per 1,000 feet; Ogden & Co., at \$80 per 1,000 feet; Wesley Smith, at \$85 per 1,000 feet.

Very respectfully,

GEO. N. SANDERS, *Navy Agent,*
per GEO. A. BLOOD.

COMMODORE L. KEARNY,
Commandant U. S. Navy Yard, New York.

NAVY AGENT'S OFFICE, *New York, May 6, 1858.*

SIR: Referring to your requisition of the 15th of March last, for 600 feet black walnut, and which I sent to Mr. Joseph Grice, a dealer, and also the agent for the contractor of the same article, I was constrained to approve of the price, viz: \$80, as upon issuing circulars, I received the following propositions: Wesley Smith, at \$85; A. Durgee, at \$80; Ogden & Co., \$80; J. Pickard & Co., at \$85.

On giving the order to Mr. Grice, I told him, as I do all others receiving requisitions, that the very best article must be furnished, for which, it is but fair that the market price should be paid, and which was no more than charged in this case, as the above offers will show. If the lumber is not of the very best quality, it ought not to have been received.

I presume it was, as no objection has been made to it.

Very respectfully,

GEO. N. SANDERS, *Navy Agent.*

COMMODORE L. KEARNY,
Commandant U. S. Navy Yard, New York.

That is the extent of my interference in this case, leaving the decision with the commandant. The only point in my mind was this, whether I should interfere or not. I had given the order to Mr. Grice and he had delivered the timber in good faith. Now if I was satisfied

that he had charged but the fair market price for it, was it not a binding contract upon me, no matter whether or not another man came forward and offered the timber at less than market price? They received the lumber proposed to them at the cheaper rate, and I paid the bill, of which the following is a copy :

In triplicate.

THE UNITED STATES NAVY DEPARTMENT	To RICHARD GREEN, Dr.
Bureau of Construction, &c. appropriation for increase, repairs, &c.	
April 17, 1858. General purposes.	
862 S. feet black-walnut boards at \$55 per M.....	\$47 41
Cartage.....	2 25
	\$49 66

Having examined the articles above charged, we certify that they are of good quality, and charged at the market price.

JOHN ORR, *Inspector.*

B. F. DELANO, *Naval Constructor.*

APRIL 17, 1858.

Received the above article for increase, repairs, &c.

ANSON HERRICK,

Navy Store Keeper.

NAVY YARD, NEW YORK, *April 17, 1858.*

The public exigencies required the immediate delivery of the articles mentioned in this bill, and there not being time to advertise for proposals, the articles were properly obtained by open purchase, and the same is approved for the sum of forty-nine dollars and sixty-six cents.

\$49 66.

L. KEARNY, *Commandant.*

NAVY AGENT'S OFFICE, *New York, May 5, 1858.*

Received of George N. Sanders, agent, forty-nine dollars and sixty-six cents, in full of the above bill, and have signed triplicate receipts.

\$49 66.

RICHARD GREEN.

I have never interfered or approved of any bills that the quality and price of the article had not been previously fixed at the yard.

Question. Do you make a requisition and order the articles, and do they go to the yard before the price is fixed?

Answer. Yes: I cannot fix a price that cannot be reversed by the inspector and commandant; I rarely fix one.

Question. What are the instructions to you from the department?

Answer. A circular was sent to me of which the following is a copy:

BUREAU OF YARDS AND DOCKS, *December 29, 1855.*

SIR: I am directed by the Secretary of the Navy to issue this circular, which supersedes that of the 8th of June last, and which by his order is to apply to all the bureaus of the Navy Department.

When articles are required for one of the bureaus of the department which are not embraced in contracts with that bureau, or which are to be procured by open purchase, the navy agent will ascertain in writing from the contractors with all the bureaus dealing in the kind of articles required, or from their agents, if any, near the place of delivery, the prices at which they will respectively deliver the articles required.

He will also ascertain from at least two other parties dealing in such articles, including the one, if any, named in the requisition, the prices at which they will deliver them as required.

All the parties and their prices are to be noted on the back of the requisition, and the purchase made from the lowest bidder, subject to the usual inspection.

The commandant will take care not to approve requisitions for articles to be procured by open purchase, when similar articles under contract or in store can be made to answer the purpose of those required.

When open purchases are indispensable, let at least a month's supply be included in one requisition unless otherwise specially directed by either bureau. When the prices are the same, the contractors are always to have the preference.

A bill of the articles purchased, with the cost price of each, must, in all cases, accompany the goods when delivered.

Respectfully, your obedient servant.

JOSEPH SMITH.

To the COMMANDANT OF EACH NAVY YARD.

The following correspondence between me and the department grew out of this matter.

Copy of a correspondence between the Bureau of Yards and Docks and navy agent, in regard to open purchases.

BUREAU OF YARDS AND DOCKS,
May 22, 1857.

SIR: Mr. S. P. Brown, a contractor, informs the bureau that requisitions had been made, and orders given to others, to furnish white pine dimension lumber and spruce piles, outside of his contract for lumber, &c., deliverable at the New York navy yard, without his knowledge or that of his agent at New York; that they were wanted, and stating his desire to supply articles of lumber, &c., &c., which are purchased in open market, provided he can do so as low or lower than others.

This Mr. Brown is entitled to do under the bureau's circular of December 29, 1855, to which you are referred for your guidance when you have occasion to procure supplies by open purchase. In this case, however, Mr. Brown is a defaulter, and it is not probable he could supply forthwith what he has had months to supply under his con-

tract, and failed to do. The piles alluded to are, I presume, those ordered by the bureau to be purchased.

Respectfully, your obedient servant,

JOS. SMITH.

GEORGE N. SANDERS, Esq.,
Navy Agent, New York.

Extract of a correspondence between the Bureau of Yards and Docks and the navy agent, in regard to open purchases.

NAVY AGENT'S OFFICE,
New York, May 27, 1857.

SIR: Your letter of the 22d instant, in reference to white pine dimension lumber being purchased by me, without calling on Mr. S. P. Brown for a proposition, has been received.

The requisition to which I suppose the bureau refers, and which is the subject of Mr. Brown's complaint, came to me marked "to be selected," and "all to be furnished immediately." The presumption, and it is a reasonable one, that the department which required an article to "be selected," desired it procured in this market, would cut off Mr. Brown as a competitor, even if the immediate want of it did not, as Mr. Brown lives in Maine, and it would take a week, possibly longer, before a supply could be received from him. The agent of Mr. Brown in this city, Mr. G. W. Simpson, is a commission merchant, as near as I can ascertain, and not the proper person, if the bureau wishes to purchase from first hands, to fill such orders.

* * * * *

Very respectfully,

GEO. N. SANDERS,
Navy Agent.

Commodore JOSEPH SMITH,
Chief of Bureau Yards and Docks, Washington.

BUREAU OF YARDS AND DOCKS,
May 28, 1857.

SIR: I have received your letter of the 27th instant, in reply to that of the bureau, dated the 22d instant.

The circular in relation to purchases in open market, requires that all the contractors or their agents be called on for bids for articles in their line as well as others, it was therefore due to Mr. Brown that, having an agent in New York, (it matters not of what occupation,) he should be asked for prices through that agent, for any articles of lumber that may be required during the period for which he may be a contractor for supplying that article; the purchases to be made from the lowest bidder.

It is not contemplated that deliveries of articles purchased in open market should be made within a period not reasonable, the time named in the requisition, copy of which you forward, is too short, the bureau considers ten days but reasonable in this case. Nor did the bureau contemplate such purchases so made in open market on the eve of making new contracts for the year's supply, you will, however, obtain

offers to supply this requisition, as directed by the circular; taking the lowest offer, and allowing *ten* days for delivery.

Respectfully, your obedient servant,

JOS. SMITH.

GEORGE N. SANDERS, Esq.,
Navy Agent, New York.

NAVY AGENT'S OFFICE,
New York, August 17, 1858.

SIR: Your letter of the 14th instant, calling my attention to the circular of the department of 29th December, 1855, has been received.

I think it proper at this time to present to the bureau a few obstacles in connexion with this matter, and which if the bureau will remove, I will be very happy to carry out the circular to the letter. So far as it has been in my power, I have endeavored to act according to the spirit of the instructions of the department, always keeping in view the fact, that the department required nothing but of the very best quality; and it is admitted at the yard that the articles are the very best in market, and give the highest satisfaction; for which a fair market price should be paid, and nothing more, and when I have thought parties wished to charge exorbitantly, I have refused them any of the trade of the office. And in a case recently, where purchases were made on account of Mr. Lesley, contractor, the articles were procured at a much lower rate than the contract, although they were afterwards turned over to the contractor, and the bills made in his name.

Requisitions are often made for so small quantities, for instance, three spools of cotton, and so indefinite, if for tools or iron, &c., no size is given, that no merchant could form an estimate of the price until the parties at the yard are consulted; this occupies time, and two or three applications of this kind, if they should fail to receive an order, the bureau will readily perceive would not only discourage, but disgust them with the whole working of the department.

It is often the case that articles are not required until the moment they are wanted for use, and then they are either purchased by the yard, or if time is taken to go through the form of the circular, hundreds of men are kept idle, waiting, and the government really loses more than twice the cost of the article, and this cannot be avoided if the circular is carried out to the letter. If there is a requisition from the yard of any large amount, it is invariably the case that it is stated on the face of it where it is to be bought. I have too amiably yielded to these suggestions, thereby establishing a bad precedent, as the inspector should not influence the purchase.

I do not understand the circular to give contractors the monopoly of supply. Some of the contractors are evidently of this opinion, and recklessly make bids below the cash value of the best articles of the class, hoping to make up such losses by excessive charges on articles ordered by open purchase. If the inspectors do their duty there will be little profit on the open purchases, even were they all given to a single house, and it is certainly to the interest of the government that

the best house in the city should do all the miscellaneous business, as I have shown it is not of sufficient consequence to be much divided.

Very respectfully,

GEO. N. SANDERS,
Navy Agent.

Com. JOSEPH SMITH,
Chief of Bureau of Yards and Docks, Washington.

BUREAU OF YARDS AND DOCKS,
August 19, 1858.

SIR: I have received your letter of the 17th instant, in reply to that of the bureau respecting purchases in open market, of the 14th instant.

The circular of the 29th of December, 1855, embraced the orders of the Secretary of the Navy, and any deviation from, or violation of them on complaint of parties supposing themselves aggrieved would subject the navy agent, against whom the complaint should be made, to a call for explanation from the department.

Contractors have no advantage under the circular, other than when the prices for articles are the same, they are to have the preference. The circular directs how the prices shall be ascertained. The persons named on the face of the requisitions from the yard, are to derive no benefit from their being so named, unless their prices are the lowest.

Respectfully, your obedient servant,

JOS. SMITH.

GEO. N. SANDERS, Esq.,
Navy Agent, New York.

There was a correspondence between me and Commander Rootes in relation to the purchase of some horses. I thought that the proper course was for him to have sent his requisition to me. But perhaps he thought I was not competent to select horses. In that, however, he was mistaken, as the early part of my life was passed on horseback. He sent me a bill for \$792 for three horses purchased for the use of the yard. I thought the bill was exorbitant and forwarded it to the bureau for instruction. Correspondence upon that point:

Correspondence between Commandant Rootes, the Bureau, and Navy agent, in relation to the purchase of three horses.

NAVY AGENT'S OFFICE,
New York, August 8, 1857.

SIR: The enclosed bill seems to be for a purchase of horses for the yard; as I have no knowledge of the transaction, the bill is transmitted for the action of the bureau.

Very respectfully,

GEORGE N. SANDERS,
Navy Agent.

Commodore JOSEPH SMITH,
Chief of Bureau of Yards and Docks, Washington.

BUREAU OF YARDS AND DOCKS, *August 10, 1857.*

SIR: Your letters of the 1st instant have been received. I return the bills for horses purchased for the yard; the price paid seems to be *extravagant*; it seems, however, to obtain the approval of the commandant. In making this purchase the usual and regular forms should have been followed, that of requisition on the navy agent, bearing on its face "to be selected" if so desired. These selections are sometimes made by experts engaged for that purpose, but in all cases requisitions should be sent to your agency.

* * * * *

Respectfully your obedient servant,

JOSEPH SMITH.

GEO. N. SANDERS, Esq., *Navy Agent, New York.*

NAVY YARD, NEW YORK, *August 13, 1857.*

SIR: The three horses purchased on the 6th instant for the use of the Yard, were bought with the understanding that they were to be paid for immediately, and would not have been sold by the owner to the government without such understanding. I am now informed that he must wait thirty days for his money. If practicable, you will confer an obligation by waiving your right to this delay and paying the bills upon presentation.

Very respectfully, your obedient servant,

THOS. R. ROOTES,
Commandant pro tem.

GEO. N. SANDERS, Esq., *Navy Agent, New York.*

NAVY AGENT'S OFFICE,
New York, August, 13, 1857.

SIR: Your letter of the 13th instant in relation to the bill for three horses recently purchased for the yard, has been received, and in reply I have to state that it would afford me pleasure to comply with your wishes, but I cannot pay the bill until the receipt of funds from the department for that purpose.

I will make requisition for the amount and as soon as remitted will pay it over.

Very respectfully,

GEO. N. SANDERS, *Navy Agent.*

Commandant THOS. R. ROOTES,

Commandant pro tem. U. S. Navy Yard, New York.

The following is a copy of the bill:

[In triplicate.]

The UNITED STATES NAVY DEPARTMENT to BERNARD McENTEE. Dr.

Bureau of Yards and Docks.—appropriation for contingent.

1857.—August 6. To three horses for the yard department..... \$792

Having examined the article above charged, I certify that it is correct.

HUGH McLAUGHLIN, *M. L.*
ANSON HERRICK,

August 7, 1857.

Navy Storekeeper.

NAVY YARD, *New York, August 7, 1857.*

This bill is approved for the sum of seven hundred and ninety-two dollars.

THOS. R. ROOTES, *Commandant.*

NAVY AGENT'S OFFICE,
New York, August 28, 1857.

Received of George N. Sanders, agent, seven hundred and ninety-two dollars, in full of the above bill, and have signed triplicate receipts.
\$792. BERNARD McENTEE.

The money was paid over the moment it was received. I understood that Commander Rootes had some feeling upon the subject.

These bills which I have laid before the committee, I have brought here for the purpose of letting you see the certificate of the commandant and the inspector of the articles which I am called upon to pay. I will also state that were I to go myself and select the articles and fix the price, it is not presumed that I will go to the yard with them, and it would therefore be easy to shift and change the article which I selected for one less valuable, and I am satisfied that the only security to the government is in having honorable, upright men to deliver the articles—men who would not impose upon the government. It depends much upon the officers of the yard, the vigilance and carefulness of the inspectors, and upon the commandant and lieutenant of the yard.

In my correspondence with the department I alluded to my "too amiably yielding" to the suggestions from the yard. I meant this: As I stated in my letter, invariably when an order came from the yard of any amount, it was suggested upon the face of it where it was to be bought. Now I saw no good reason why it should go to the place indicated, though I have yielded too much in some cases. I have no doubt the goods were all right, but it would be establishing a bad precedent. You should never allow the inspectors, unless there is good reason for it, to indicate where to get articles, and then you would prevent collusion. I have been in the yard but twice. I have seen Commander Rootes but twice. I know but few of the inspectors. I know Mr. Delano, constructing engineer, who was an inspector. I also know Charles Graham, civil engineer of the yard. I knew him just as he retired from office, and I have got acquainted with Mr. King, his successor, recently. The master painter, Mr. Turner, introduced himself to me outside of this room, while I was waiting to be called in here. I state this to show that it is not possible for me to make anything without complicity with the inspectors, commandant, &c., and I am intimate with none, and know only those I have named, even by sight.

Question. The last question I asked you, which was some time ago, had reference to a circular sent you from Commodore Smith. What was the occasion of that circular being sent to you?

Answer. The complaints of the contractors, who supposed that they should be applied to for all articles to be obtained upon open purchase. This they claimed as a right. I have, in many cases, conformed to the circular, in important cases, sometimes in unimportant cases, and tried to work it.

Question. I understand that the circular required that when you had an article to buy on open purchase you should send round a circular, in the form of proposals, to different contractors—at least three. Have you done so?

Answer. I have done so in many instances, and have failed to do so in many instances.

Question. How did you feel yourself at liberty to disregard instructions?

Answer. Because of the impossibility of obeying them, as I have explained in the correspondence here. I have shown how difficult for this to be done, and Commodore Smith yielded the point.

Question. Did he yield the point?

Answer. Well, this was the last of the correspondence. If I send these proposals to contractors sometimes they will not answer them. That is not what the contractor wants, to be inquired of in regard to the price. They claim that the articles shall be ordered of them directly. They do not complain that I did not send the circulars to them but that I did not send the orders to them.

Question. State briefly the reason that you did not comply with the circular?

Answer. Because it is impossible to fix the price of the article.

Question. But the circular requires you to send around to the contractors?

Answer. But it cannot be done with my limited knowledge of the articles wanted. I prefer selecting honorable men to get the articles, oftentimes contractors.

Question. You do not understand my question yet. It is this: If you have an article to purchase in open market, the circular requires you to send around something in the shape of proposals to find out what the contractors will sell it at, in order to find out the lowest price; is that so?

Answer. They will not answer the circular. I have sent around these proposals and found that it is not practicable to get them to give me an answer. There is another side of the case. Even if I were to send around my proposals broadcast to persons and inquire their price, I have no confidence that they would not furnish an inferior article. I am responsible for furnishing a good article, but I cannot tell what it will be if an irresponsible party is called upon to furnish it. I must be sure that an honest man has got the order, at least to the best of my knowledge and belief. I distinctly told Commander Rootes, in the only conversation I ever had with him, that if he ever found any man imposing upon the government who had had orders from me, to inform me, and I would see that he never got another order from me.

By Mr. Ritchie :

Question. I thought you stated a moment since that you were not responsible for the articles?

Answer. I am responsible.

Question. I understood you to say that the responsibility lay upon the inspector?

Answer. I am responsible, but a responsibility rests also upon them. I have endeavored to show the inconsistency of the thing. I am not expected to take the article to the yard myself. Then how am I to swear that the same article goes there and is received, that I bought? Therefore the price is rarely fixed by me except in some important matters. It is impossible, in many cases, to fix the price until it is done at the yard.

By Mr. Bocock :

Question. You have spoken either in your testimony, or in your correspondence, of "miscellaneous articles;" what do you mean by that?

Answer. I mean articles not included in any contract that it would be difficult to describe; these are generally selected by the master workmen, and it is almost impossible to fix a price until the article is selected.

By Mr. Groesbeck :

Question. How much did they amount to last year?

Answer. I think my purchases from April 1, 1857, (the day I took possession of the agency,) to January 1, 1859, amounted to \$88,399. This is what I purchased. The most of the purchasing is done at the yard. Here are bills for \$80,000, of which I have no knowledge, except from being called upon to pay them. I have bought flour, pork, coal, sugar, and such like, which I do not call miscellaneous articles, as their prices are easy to fix. But by miscellaneous articles I meant those the value of which it is not easy to determine.

By Mr. Bocock :

Question. Do you make all these miscellaneous purchases of the same house?

Answer. No; I buy them at various houses, and that is the trouble with the thing; the purchasing is cut up too much. I think it would be an advantage to the government if these purchases were confined to one house; but I have complied with the circular as well as I could.

Question. How many houses have you bought of?

Answer. I began with A. T. Stewart & Co., because I knew he kept a tip-top article, and had but one fixed price for every thing, and would deal fairly with the government. But the contractors complained. Mr. Mathews, a general contractor for the army, Indian department, and navy, assured me that he would furnish the articles as well as Stewart, and as cheap, and I have since sent most of the dry goods articles to him.

Question. To whom else have you sent?

Answer. I send to some thirty different persons.

Question. Whom do you send to principally?

Answer. I send to Secor & Co., perhaps, for a majority of the miscellaneous undescribed articles. The father is now, I believe, the

head of the house. This house was a heavy contractor in the revenue service and with the Bureau of Yards and Docks, to supply the navy yard at San Francisco with almost every variety of miscellaneous matter, and at a rate considerably below that offered by any one else, and thereby constituting themselves contractors under the circular.

Question. In what business are they engaged?

Answer. Ship chandlery.

Question. Do you send to them for articles that ship chandlers do not generally have for sale?

Answer. That is very difficult to say. Their business is to supply everything connected with ships, and it is difficult to say what constitutes a ship chandler's business. I do not know as I am sufficiently posted to say what it precisely is. For hard lumber I sent, when I first began, to a merchant of the name of Torrence, (a brother-in-law of Mr. H. F. Clark,) who was engaged in a general commission business. I generally intend to send to some one who I think will not get me into difficulties about the articles I order of him. I do not like to send to a stranger; I want to know the man. My fear is that the man may attempt to palm a false or inferior article upon the government. I do not think there is much danger in anything else.

Question. You have stated that your securities were the Secors; formerly Charles A. Secor and now Zeno Secor?

Answer. Yes. Everybody who knows anything about me knows that I was a man without means. The bonds I was required to give were very large. Charles A. Secor had known me ever since I had been in New York, and I suppose he had confidence in my integrity. At any rate, as I was walking down Broadway one morning, I told him what amount of security I would have to get. He very generously, without any consideration in the future, without mentioning his son, who was engaged in business, offered to go my security himself, and did so almost immediately. I was appointed in March, and had to go into office on the first of April, and had not much time to look up securities. I just took Mr. Secor and Mr. Walker. Mr. Secor imagined himself then as worth about \$300,000, and never supposed it possible that he should ask any favor of me. But the hard times of last year came on and every thing I could throw in the way legitimately of his son, who was in business, he asked me to do. I had confidence in the integrity of the house. They had too much at stake to attempt to defraud me or the government. I think their transactions, at least so far as I know and believe, are honorable and correct.

Question. Are either of these gentlemen, Charles A. Secor or Zeno Secor a member of the firm of Secor & Co.?

Answer. They were not at the time C. A. Secor became my security.

Question. Have they been since?

Answer. I think that Zeno Secor at present has an interest in the house; I am not sure about that. But Charles A. Secor in the first instance had no interest in the house; at any rate so he informed me. My impression is that Zeno Secor has now an interest in the house, but I am not sure whether he has or not; it is very probable that he has. But I do not think that was a consideration with him in causing him to go my security; at any rate it was not made one.

Question. You think, then, that Zeno Secor is a member of the house?

Answer. He may be.

Question. Was he so when he became your surety?

Answer. He may have been. If he is now he was then. I have not thought about that matter.

Question. Did he ever tell you that he was?

Answer. No, he never did.

Question. Did you ever see him in the store then?

Answer. He is engaged in railroading, he and his brother, Charles A. Secor, in Illinois. Ship chandlery is their original business.

Question. Where does he employ himself personally? To what business does he devote his individual attention?

Answer. I do not know. My relations were with his brother, Charles A. I am not very intimate with Zeno. Charles A., from circumstances connected with railroading in Illinois, was unable to renew the bond, and Zeno, at the solicitation of his brother, (not at my solicitation, for I knew but very little about him,) came forward and gave the bonds required.

Question. Your former surety, then, became embarrassed in business?

Answer. He got embarrassed, and I renewed my bond with one unembarrassed; and it was upon Charles A.'s assurance that there was no danger that Zeno became my surety. I do not know what he told him, but he came promptly forward and executed the bond. He had no inducement to do so except to stand by his brother's friend.

Question. According to your best judgment what is the amount of purchases you have made of Secor & Co.?

Answer. My best judgment is what they say about it themselves; that it is about \$13,000 since the 1st of April last.

Question. Will you please append to your deposition tables showing the whole amount of purchases during the last year and from whom?

Answer. I will do so. [See appendix to this deposition.]

Question. You have spoken of a large amount of purchases being made in the navy yard of which you know nothing. Please state how they are made and by what authority?

Answer. I do not know by what authority they are made. When I ask they generally say they are made by order of the bureau.

Question. Are not all the purchases required by law to go through the same form; that is, for the engineer or other party desiring the article to make a requisition which must be signed by the storekeeper and the commandant, and then sent to you?

Answer. I do not like to give an opinion upon the law. I have contended that all the orders, unless otherwise directed by the bureau, should come to me. I believe that they should; at the same time, the bureaus direct purchases to be made of which the navy agent knows nothing. I think the large majority of the open purchases are made in the yard, of which I have no knowledge. Now, I have nothing at all to do with purchases for the medical department there, except to draw requisitions for the money to pay for them.

Question. You say that these purchases made for the yard are not made by requisitions upon you?

Answer. No; not the greater amount of them.

Question. By whom are the purchases made?

Answer. By the heads of the different departments.

Question. Does the constructing engineer buy any?

Answer. Yes.

Question. And the naval constructor.

Answer. Yes.

Question. And who else?

Answer. The engineer of the yard buys some.

Question. Are the articles bought by these gentlemen submitted to examination and inspection, both as to quality and price, before they are received and used?

Answer. I presume so; that is what is said.

Question. Who is the inspector in such a case?

Answer. The purchaser oftentimes, under the supervision of the lieutenant of the yard and commandant.

Question. Does the same man who purchases the article himself inspect it?

Answer. That is what is purported to be done; I can only judge from the bills sent to me. They read upon their face that it was done by the order of the bureau. The bureau writes, I suppose, that certain things can be had at certain prices, at such a place; they are got, and the bills are approved and sent to me for payment, which is the first thing I hear of them. I make requisition for the money to pay these bills, the bureau passes the requisitions, the money is forwarded to me, and I pay them. I do not consider myself responsible for anything connected with those purchases, further than if I know that anything is wrong I would report it to the bureau.

By Mr. Groesbeck:

Question. According to my understanding of the matter, purchases made in that way are against the established rule?

Answer. I think in any material matter they report to the bureau, probably, and get permission to make the purchases. There are many cases in which Commander Rootes thought he could do things in that respect better than the navy agent could, as he did not seem to have a very high opinion of the abilities of the navy agent, and he did seem to have a very high opinion of his own abilities.

By Mr. Bocock:

Question. What is the amount of purchases, to the best of your knowledge and belief, made in this way in the yard, during the last year?

Answer. About \$100,000, I should guess.

Question. What check in that case is there upon the man who makes the purchase?

Answer. The only check is the bureau; I can put no check upon him.

Question. How can the bureau be a check upon him? Does he not purchase the article, and proceed to use it?

Answer. I do not know how it is, I have no knowledge myself, except such as I get from the bills.

Question. Then all you know is that such bills are approved by the commandant of the yard?

Answer. Yes sir; I think that most of the open purchases, more than half of them, perhaps two-thirds of them have been made without my knowledge.

Question. By some officer in the yard?

Answer. Yes sir; it is my impression that they amount to that much.

Question. [After examining some bills of purchases made in the yard, and purchases made by the navy agent.] I do not see any difference between the form of the bills for purchases in the yard, and the form of the bills of your purchases, is there any difference?

Answer. The blank form of the bill is the same, and they are filled up the same, with this difference, that upon those that I purchase is written "approved, Geo. N. Sanders," while nothing of the kind is written upon the others.

Question. The vouchers in both cases are the same?

Answer. Yes, sir; only in the one case I send on the bill with my approval, and the other case I do not approve it, that is, I send them on to the bureau without comment upon my part.

Question. What difference is there in the form of the receipt for purchases made by you, and purchases made by some officer of the yard?

Answer. Only that in case the purchase is made by an officer of the yard, I do not approve it, if it is made by myself, I do approve it.

By Mr. Ritchie:

Question. Do you direct where these purchases shall be made, that are made by officers in the yard?

Answer. I do not.

Question. Do you direct where they shall be made when you order the purchases yourself, or when they are made by requisition upon you?

Answer. I do when the requisition simply comes to me. But sometimes the yard undertakes to say in the requisition where the article can be bought, if they do not say anything about the price at which it can be bought I do not pay much attention to it. If they mention the price, and I cannot get it for less, I give it to the parties they indicate.

Question. As a general rule do you direct where purchases of both classes shall be made?

Answer. What I buy myself I do; but not those purchases made by the yard.

By Mr. Boccock:

Question. You say that when you make the purchase yourself, you designate the party from whom it is to be obtained?

Answer. Yes.

Question. But when it is made by an officer of the yard you have nothing to do with designating the party from whom it is to be obtained?

Answer. No; the purchase is made before I know anything about it.

Question. Do you know whether this practice of purchasing in the

yard, independent of the navy agent, is known to and approved by the department?

Answer. I only know this: the bills are sent on to the department without my approval. I say nothing about them, yet the department orders them to be paid.

Question. Who sends the bills on?

Answer. I send them on; as they are passed by the bureau, I presume they are satisfied with them. They sometimes make purchases in the yard under order or direction of the bureau; perhaps a majority of these purchases are by order of the different bureaus at Washington.

Question. Do you know of such being the fact?

Answer. In many cases it is, the bills themselves say so: "by order of the bureau of &c." My impression is that when they want to buy an article they consult the bureau, tell them the price of it and from where they can get it, and then the bureau gives them directions to buy it. I do not know precisely the manner in which it is done. All I know is, that I have no knowledge of the matter until the bill comes to me to be paid; and sometimes the bill says "by order of the bureau," and sometimes it does not. I merely transmit these bills to the department without comment. But everything I buy myself I send on with my approval. But I do not pay any money out on any bill until it is approved by the inspector and the commandant.

Question. What is your salary?

Answer. Three thousand dollars a year; and there is a mooted point connected with that, as to when that salary shall be drawn. The law says I am entitled to two per cent. for all moneys that I disburse, provided I am not to receive to exceed \$3,000 per annum. Now, I claim that I am entitled to two per cent. on all moneys I disburse until I receive \$3,000, and then I am to disburse the money of the government for nothing—that is, I claim that when I have disbursed \$150,000, I am entitled to draw all my \$3,000. But that question I believe is in litigation now. At all events I have retained that amount.

Question. Your salary cannot exceed \$3,000 a year?

Answer. No.

Question. Are there any perquisites besides your salary in any way attaching to the office?

Answer. I have made a charge for but one thing; but that is a matter which has never been brought before the department, and there are no instructions upon the subject. I have charged \$3 to contractors when I have been called upon by them to go around town and see whether men they offer as sureties are good or not. I consider that rather outside of my regular official duties. I have charged parties in that case because they can go to the judge, or district attorney, or any other officer named by the law to do that duty, and they would be charged \$5. They are not obliged to come to me. If there was nobody else to do it but me it would be a different thing. But there are several others and they all charge \$5 each; if I charged nothing I would have it all to do. But it is specified upon contracts that one of several officers shall do it.

Question. In what cases have you to pass upon bonds?

Answer. Only in cases of contracts. Where I do not know anything of the character and standing of the sureties offered, I must satisfy myself in regard to them. To my knowledge they have never complained except in one instance. I consider it a legitimate charge. I have had no instructions upon the subject.

Question. Do you mean to say that where parties propose to supply articles it devolves upon you to ascertain and report whether the sureties they offer are sufficient?

Answer. It does not devolve upon me unless the contractor calls upon me to do it. Any of the other officers may do it. Contractors have their own election to call upon me or upon one of the others. If they come to me I charge them \$3, without any especial instructions upon the subject one way or the other. I was told by a predecessor that such a charge was legitimate and proper. All the parties have cheerfully paid it, except in one instance, without any complaint whatever.

Question. What is the amount of the income derived from this source?

Answer. Very small; I do not know exactly how much; probably \$100.

Question. Are there any other sources of income?

Answer. No, sir.

Question. Then \$3,000 a year and this other matter is all the pay you receive?

Answer. Yes, sir; and it is very inadequate too; so much so that I have scattered a little of my time. It is not sufficient to support me.

Question. Do you know whether any navy agent had agreements with persons from whom he ordered articles, that those persons should allow him a certain sum, a certain percentage, or a part of the profits in consideration of his purchasing from them?

Answer. Only from hearsay. I have had no such arrangement myself. I have no knowledge concerning others, except from hearsay. I know that navy agents are subject to general attack, of which I have heard a great deal.

Question. Have you ever got a percentage for paying bills before they became due?

Answer. I never paid a bill before it became due.

Question. Then you have never made arrangement to pay a bill before it became due?

Answer. I have done this; I have borrowed largely for contractors. During the summer of the last year, when they could not get along very well, even a week's advance upon their bills was of great consequence to them. I merely stated that their bills would be paid at such a time. I took no official responsibility, but merely stated as Geo. N. Sanders that they would be paid. I merely stated what the bills were drawn for; that they were all right, and would be paid when the money was received.

By Mr. Groesbeck:

Question. Then you made representations by which they got their bills discounted?

Answer. Yes, sir.

By Mr. Bocock:

Question. Have they ever paid you anything for this?

Answer. There was never any agreement that they should. They have made me small presents afterward, sometimes to a very trifling amount. Not in consideration of the money I helped them to get, but for my general kindness and attention to their interests. I have never charged a man a cent for what I have done, beyond this \$3, which I said I charged for hunting up their sureties.

Question. When you send a bill to the department to draw the money on it is this receipt attached to it?

Answer. A blank form of receipt is attached to it; it is not signed, however, until the money is ready to be paid.

Question. You send the bills to the department, they send you the the money, you pay the parties, and then they sign the receipts?

Answer. That is so. They sign the receipt when the money is paid to them; and these receipts, thus signed, are my vouchers.

Question. Then the bill when it is first sent on is the same as the one you send as a voucher, only the receipt is not signed?

Answer. Yes, they send it back to me, and when I get the receipt signed, it goes to the accounting officer of the treasury as my voucher.

Question. Is a record of these bills kept at the department?

Answer. I presume so, at least; I do not know enough of the way they manage their business, however, to say positively.

Question. Then at the end of the quarter you send to the Treasury Department all your receipts?

Answer. Yes, and they then close up my accounts for the quarter; I have never had a mistake found in my accounts yet; some items may be sent back for explanation, but in every instance it has been satisfactorily explained.

Question. Would it be practicable for you to draw money to pay a bill before it became due?

Answer. No it would not be practicable for me to do so, and even if it were, the department would not pay it.

Question. Have you never anticipated by a month or two months in your drafts upon the department accounts that were to become due?

Answer. No, I cannot anticipate, I tried to keep a balance on hand of about \$5,000, I found in one or two instances that my balance on hand was not enough for extraordinary occasions.

Question. Has this ever been the case, that you have drawn money to pay a bill due, and when the money has been received you have used it to pay some bill that was not due, leaving unpaid the bill that was due, and upon which you drew the money?

Answer. I will explain the precise facts about that matter. During the issue of treasury notes I was instructed to equalize their payment among the contractors as much as possible, paying each one part cash and part treasury notes, so as to show no partiality. In the treasury they did not like to separate a warrant. For instance, two warrants drawn upon the treasury, one of them they would pay in cash and the other they would pay in treasury notes; not paying each one part cash and part treasury notes, but leaving it to me to make that divi-

sion. The cash would invariably reach me several days in advance of the treasury notes. This cash I have divided among the creditors, and so with the treasury notes. The warrants were drawn about the same time. This arrangement always appeared to give entire satisfaction, for I never heard a creditor complain about it. The only cases where I have shown partiality have been for personal services, officers of the navy, for instance, I have always paid them in gold instead of treasury notes, for the reason that I supposed they could not get rid of the notes without submitting to a heavier loss than the merchant. That is the only class of cases in which I have exercised any discrimination. The creditors of the government were so much pressed during the panic, that I would pay part of the bills in cash immediately upon its receipt and the balance in treasury notes a few days after, instead of keeping the money on hand as I had a right to do, until I could pay the whole bill. This I have done at the instance of those holding the bills.

Question. Has it ever been the case that you have used money, which you have received for a particular bill which you have sent to Washington, to pay another bill which you have not sent on to Washington, leaving the other bill unpaid?

Answer. No; I have never let a bill lie over at all, except when I was directed to use this discretion, to work off the treasury paper to the least injury of all parties, giving a part of the cash, which reached me in advance, to one and a part to another. I have never heard a word of complaint from a contractor on this ground, and no man who received money through my office ever had cause to complain that I had kept him waiting for his money a minute after he applied for it, if I had received it. Now, to show that if I am deficient in anything it is in not keeping sufficient funds on hand, because it takes a week for me to make a requisition upon Washington and get the money. I will mention an instance: At the time the Niagara was ordered off, the purser of the Niagara received an order from the Secretary of the Navy upon me for \$10,000, and I received a despatch to that effect also. Recent drafts from the Secretary and Fourth Auditor had exhausted all the pay and contingent fund on hand; but I promptly borrowed the money and paid it over to the purser. There has been no instance, after the receipt of funds, in which I have kept creditors waiting for their money from the smallness of the contingent fund. The department has overdrawn on me twice, yet I have always paid. I recollect that there was an article in the Herald, about the time of my confirmation, saying that the Secretary had better examine my accounts; yet on that very day I was \$2,000 in advance to the government, and transmitted a telegraphic despatch to the Secretary of the Navy to that effect.

Question. When did you last settle up your account?

Answer. On the 30th of September last.

Question. Did you exhibit your receipts and vouchers at that time?

Answer. Yes; everything.

Question. How did your accounts then stand?

Answer. They were all square; it takes sometime for the accounts to pass through the circumlocution of all the offices; they passed the accounting officer of the treasury, but they have not all passed through

the Comptroller's office, up to this time; I mean my accounts of the 30th September.

Question. Did you exhibit receipts for all the money that had been placed in your hands by the government?

Answer. Yes, receipts for what had been expended.

Question. How much money did you have on hand at the time?

Answer. I do not recollect.

Question. About what amount?

Answer. I would rather let the record speak upon that point; there was not a great deal.

Question. How much force does the government allow in your office?

Answer. They allow me three clerks and a porter, which is hardly enough.

Question. Is that the force generally allowed to your office?

Answer. I do not know what my predecessors had; I have full employment for more than that; the business of the office is increasing.

Question. How much personal attention do you give to your office?

Answer. As much as my predecessor did.

Question. How much is that?

Answer. I am there when I am in New York, all that I think is necessary for the proper direction of the office; as to the hour, I come sometimes late and sometimes early; I am irregular; and I always find everything going on like clock-work.

Question. Have you not been away from New York a great deal?

Answer. Not a great deal; I have been to Kansas three times.

Question. Who discharges the duties of your office while you are away?

Answer. I leave it under the general supervision of Mr. George J. Forrest. He was formerly a New Orleans merchant, latterly a New York merchant; a man of fortune and of high standing. He has the general superintendence of the office, and acts as the navy agent in my absence; and then I have my clerks there, in whom I have great confidence.

Question. Is this Mr. Forrest one of the three clerks you spoke of as those allowed you by the government?

Answer. No, sir; he is unsalaried; he is a gentleman of leisure, having retired from business, and my office is a kind of resting place for him down town, where he can see his friends, and from which he can direct his correspondence.

Question. How long has he been in the office?

Answer. He only exercises superintendence there when I am away from New York; he did so while I was absent in Kansas, and he is doing so now.

Question. When did he commence that?

Answer. When I went to Kansas.

Question. Did you not have a deputy before that?

Answer. I had Mr. S. N. Johnson, the present editor of the Union and former consul to Matanzas; a very able man, and who was recommended by our party for Assistant Secretary of State.

Question. There has been mentioned here one of the Secors in connexion with this matter?

Answer. He was one of my sureties, and I merely left him a general power of attorney while I was absent, to interpose when anything wrong was going on; a thing he never had occasion to do. I have never had leave of absence from the department. I have intimated to them that I was going away. The reason for not giving leave is, I believe, that they think if they granted me leave of absence, they release my sureties. Whenever I go away, I take a great many precautions to have everything done right. I require several signatures to endorse my checks before they are to be paid. No check can be cashed in my absence without its having two signatures—that of Mr. Forrest and that of my chief clerk. Even if I were to send on from here a check with my own signature to it, it would be stopped for explanation, according to the general instructions I have left with the assistant treasurer.

Question. Has a gentleman by the name of Swackhamer ever been employed in your office?

Answer. Yes, sir.

Question. In what capacity?

Answer. As a subordinate clerk making requisitions. He was a brother of my predecessor. I found him there, and he importuned me to keep him. I did not like to turn him out, as he professed to be a democrat, and I told him he might remain there until he could obtain some other position. There were a great many complaints from my friends because I kept him, and there were complaints from contractors against him. But I did not see that they were well founded, and I thought it might damage his prospects to turn him out then. But after we had divided there in New York politically, and he and his brother had espoused the cause of my opponents, I removed him and told him to get patronage and support from the party he had joined.

Question. When did you remove him?

Answer. As soon as the collector was confirmed.

Question. Was this man your book-keeper?

Answer. No.

Question. Did he have access to your books?

Answer. They were not particularly excluded from him. He had no charge of them and not much knowledge of them. I think he is a very ignorant man. I would not trust him, not on account of any want of honesty, but because of his ignorance. I kept him, I think, to my own detriment and to the detriment of the public interest.

Question. Why did you keep him so long if he was not competent?

Answer. I merely kept him because I did not want to be hard upon my predecessor and upon a professing democrat. He was constantly saying that he could not get employment, and I felt that it would be damaging to him to remove him. Schell, of whom he was a partisan, kept putting him off; but after Schell was confirmed as collector, I thought he could take care of him, and so I removed him.

By the Chairman:

Question. State the aggregate amount of annual payments made by you, as near as you can?

Answer. I think about \$3,000,000 the first year.

Question. What proportion of these payments was for materials and on contracts?

Answer. I would rather let the record speak. I am having a table prepared in my office, which will show this.

Question. State as near as you can the amount you paid out upon open purchase?

Answer. About \$400,000, I should think.

Question. Will your table show that accurately?

Answer. Yes, sir,

Question. For what bureaus did you make purchases?

Answer. For all except the Bureau of Medicine. I do not think I have made any purchases for the medical department at all; they are all made by those in charge.

Question. Please furnish a form of the requisition made upon you when an article is bought upon open purchase.

Answer. I will do so. [See appendix to this deposition.]

Question. Why did you select Secor & Co. to make your purchases?

Answer. I had confidence in their integrity that they would not defraud the government nor myself.

Question. Have you had, or do you now have, any understanding with them that you are to derive any benefit or advantage from their being selected by you to make these purchases?

Answer. No. They became my security, knowing that I was a poor man, bankrupt as I was. They had known me intimately for fourteen years, and so had Mr. Robert J. Walker. C. A. Secor became embarrassed, and I have been happy to have had it in my power to help his son.

By Mr. Bocock:

Question. You say you were a poor man when you took this office. What is your pecuniary condition at the present time?

Answer. I have not a red cent beyond my salary, and that I have to draw a little in advance sometimes. But I manage to keep just about square.

By the Chairman:

Question. Was there any other motive which induced you to select Secor & Co. as your purchasers beyond those you have named?

Answer. There was no consideration connected with their being my security, if that is what you mean. The only reason was that they were my intimate friends and had my confidence.

Question. When you made purchases on open purchases what was the first intimation you received as to the price?

Answer. From the navy yard.

Question. After the article was delivered?

Answer. Yes, except in some material cases, such as 100 or 200 barrels of flour, or 200 or 300 tons of coal, of which the price could be seen in every newspaper; but in reference to these miscellaneous small matters, amounting, perhaps, to \$40,000 in the course of a year, I have no knowledge of the price until the bills come to me from the navy yard.

Question. Had you any knowledge of the quality or the fairness of the price, other than the signature of the officer of the yard?

Answer. No, sir.

Question. Have there been cases that the articles described in the requisition have been bought and delivered in the yard before the requisitions were made out?

Answer. It has sometimes been the case that when I have called upon merchants to fill a requisition sent to me, when they have sent the articles over to the yard, they have found that they have been already supplied.

Question. Who, in such cases, would make the purchases in the yard?

Answer. The inspecting officers of the yard, I suppose; perhaps the commandant.

Question. Do you include the master workmen or bosses, in the term "inspecting officers?"

Answer. Yes, sir; they are the inspectors for their departments.

Question. How many of the officers or master workmen, and persons in the yard make these purchases?

Answer. That I cannot tell now; I would rather speak from the record, and therefore, with your permission, I will answer it hereafter. (See appendix.)

Question. In such cases did you exercise any supervision over the articles purchased as to quality and price?

Answer. On the bill being presented to me for payment, if I thought it was excessive in price, I would not approve it.

Question. When was this habit commenced of putting upon the requisition a suggestion as to where the article should be purchased?

Answer. It was in practice when I went into office.

Question. Why did you observe it?

Answer. I have done so when I knew the price was as low as the article could be obtained for.

Question. Did you know that there was collusion between these persons in the yard, and those of whom they bought?

Answer. I have heard. I knew nothing about it.

Question. You conformed to the suggestion?

Answer. Yes; and I think I have yielded too much in that way. To be sure I did so when I thought the price was a proper one; but I think it is a bad precedent to be established, to allow the inspectors to purchase the articles, or to have much to do beyond the inspection. Now, if I found a person, against whom all the officers and inspectors in the yard had personal objection, it would not prevent my giving him orders; he might still be a very good person to supply the government.

Question. Was there not a constant dispute between you and the bosses of the yard, the inspectors, as to whom you should buy your articles from on open purchase for the government?

Answer. They very often made these intimations to me, and I have some times yielded to them; some times I have not. But I never yielded to them when I supposed there was anything wrong about it.

Question. That is not an answer to my question. Was there not constant controversy between you and the bosses of the yard on this point?

Answer. I cannot say that there was.

Question. How frequently would there be a controversy?

Answer. It could hardly be termed a controversy. When I have received a requisition and called upon a merchant to supply the article thus called for, and when he has taken the article over to the yard, and found that it had been supplied by some one else upon a call from the officer of the yard, then there has been some little dispute about it; for it is a matter not yet settled whether I am responsible or not when I call upon a merchant to supply an article for the yard, and he has taken it over there, and it is acknowledged to be a good article and at a fair price.

Question. Then I understand that a requisition would be made upon you, and you would make the ordinary call, say upon Secor & Co., to send the article required, and when they have taken it over to the yard they have found that it had been already supplied by some one else?

Answer. Yes, sir; that is so.

Question. Then the controversy would occur between Secor & Co., and the person who supplied the article as to who should be paid?

Answer. Not necessarily; the controversy would be between me and the inspector and whoever I sent the requisition to; for instance, here was this lumber transaction, I gave the order to Mr. Grice to furnish the lumber; I was satisfied that he would furnish a good article and at a fair market price for the quality he would supply; it was doubtful to me what I should do, whether to refer the matter to the foreman or simply to refer it to Commodore Kearny, and let it go at that.

Question. In the present mode in which business is done, what check is there upon collusion between purchasers and those of whom the articles are purchased?

Answer. If the inspectors purchase the article, the commandant of the yard, the navy agent, and the bureau.

Question. You say you have exercised no check?

Answer. I have seen nothing of collusion.

Question. In your absence would your subordinates do it?

Answer. I suppose they would.

Question. Does not the department take these certificates as conclusive upon them?

Answer. No; they generally examine as to the price themselves, and sometimes there is quite a contest as to the price; all the bills that are paid are examined and passed by them.

Question. What facilities have the department to ascertain the price of articles?

Answer. They have the schedule of prices in the various contracts for similar articles in the various yards, and also the prices paid in the various yards for similar articles obtained on open purchase.

Question. Who pays the superintendent you speak of, the gentleman who acts for you in your absence?

Answer. He does not get any pay; he is a retired merchant, and does this merely because he is a personal friend, it is an advantage to

him to have an office to sit in and receive his friends. It is merely a favor that he does for me as his personal friend.

Question. What was your previous business before you became navy agent?

Answer. I was a grazier. I went into the State of Ohio, when I was eighteen years old, to buy and to sell cattle, and a dealer in live stock of every description.

Question. Have you ever been engaged in the business of merchandizing?

Answer. No, sir.

Question. Have you ever before been engaged as disbursing and receiving officer?

Answer. No, unless consulship to London was such.

Question. Were you not known at the time of your appointment as an active politician rather than as a business man?

Answer. I do not know that I had any reputation as a business man, still my own opinion and that of my intimate friends as to my business capacity might differ from that of the public.

Question. If a person engaged in business in the city of New York had desired a disbursing officer to take charge of books, and keep intricate accounts and requisitions and dealings of this sort, do you think it probable that you would have been selected for that purpose?

Answer. Only by those who knew me intimately.

Question. Is it not a fact that the offices in New York, the custom-house and the yard especially are filled upon political grounds, and not upon business considerations?

Answer. They are doubtless all filled upon political grounds mainly, but they are taken in connexion with the business adaptations of the recipients. I will say this, that I did not seek the office to which I was appointed; I desired another.

By Mr. Groesbeck:

Question. Were your bills ever rejected at the department here on account of price?

Answer. I believe not; none that I recollect of. They may have been held over for explanation.

Question. When they have been objected to?

Answer. Yes.

Question. Has there ever been any instance, according to your recollection, of an abatement in the price in consequence of objection from the department?

Answer. I do not recollect of any such case; there may have been; I cannot say positively. I cannot bring to my mind any case, and I would not like to say positively now.

Question. Are you willing to state, in the absence of your accounts, the proportion of purchases made in the yard by order of the bureau or otherwise?

Answer. I should guess that about two-thirds—perhaps not so much, but I think about that—were made by employés of the yard without any reference of the requisitions to me. They made about twice as many purchases as I did. The heavy items I generally

have nothing to do with. There may be some exceptions, but I would prefer to answer more explicitly by exact figures from the office. (See appendix.)

Question. Now in regard to purchases made by yourself, I understand you to say that you made the purchase, but did not inquire the price; is that so?

Answer. That is not exactly so. I would send the requisition to a merchant in whom I had confidence, and upon whom I would place dependence that he would charge but the market price, and that he would send a top article. I do not examine the article myself. It goes to the yard and is there inspected, and the bill for it is signed and certified to there. After going through that ordeal it comes back to me, and if I am convinced that it is all fair and right I approve it.

Question. In any case do you inquire the price?

Answer. When I get a requisition for some staple article, such as flour, pork, coal, &c., I ascertain the price.

Question. Do you inquire the price of any of the miscellaneous articles you speak of?

Answer. Unless of some value, I rely upon the inspectors.

Question. State the class of cases in which you inquire the price, and those in which you do not.

Answer. I always inquire the prices of coal, pork, flour; such and all staple articles.

Question. What cases are those in which you do not inquire the prices?

Answer. I do not inquire the price of the smaller articles.

Question. You do inquire the price of the larger articles?

Answer. Yes, sir; if the articles amount to any considerable sum I generally inquire the prices.

Question. What do you mean by a "considerable sum"?

Answer. A couple of hundred dollars, for instance.

Question. Then when you make a purchase, the cost of which amounts to \$150 or \$200 or upwards, you do inquire the price?

Answer. I do, unless it is something that I know nothing about; some pump of a new patent, articles of that kind, which are to be selected; it is then for the inspector to fix the price.

Question. Then where it is not an ordinary article in the market you do not fix the price?

Answer. Rarely; it is fixed at the yard. It takes some time to hunt up an article of that kind, and the price is generally fixed upon by the inspectors at the time of selection.

Question. Do you buy a great many articles where the amount they come to is very small?

Answer. Some of them as low as twenty-five cents.

By Mr. Ready:

Question. What checks are there upon the navy agent in disbursing money where he makes open purchases, if he should be disposed to collude with the vendor?

Answer. The agent and the vendor may have an understanding, it is true; but then if the others do their duty, it is not possible for any excessive profits to be made.

Question. Could not five or ten per cent. very well be made?

Answer. That would not be considered an excessive profit.

By the Chairman:

Question. Could that amount be added to a fair profit without exciting notice?

Answer. It might; but I have no knowledge of anything of the kind. There would have to be general corruption, from the bureau down through the commandant, inspectors, and navy agent. It is possible that the navy storekeeper and the inspector could give a receipt for an article that was not received; that is possible; but the commandant and lieutenant of the yard have a general supervision of that matter. But it is scarcely possible that an excessive profit can be made upon a top article, because it could be so easily corrected at the bureau.

Question. Would the commandant of a yard be supposed to be intimately acquainted with prices?

Answer. He has the prices all before him. There are so many competing to send in articles for the yard that they will be sure to send him their prices of everything. If a man has a thing to sell to the navy yard he is very apt to send the price to the commandant and to the navy agent.

Question. Then you think that five per cent. profit would be added very easily.

Answer. Yes; I think that amount of profit could be made. I think that much profit should be conceded to a fair honest man. Some of the inspectors are not inclined to allow a man any profit. But the amount of profit to be allowed is not yet fixed; and it is not even yet decided whether those who deliver articles in the Brooklyn navy yard are to be allowed any per centage for ferriage. A merchant does not like to take an order to fill without he can make some profit. He must deliver the article at the yard at some expense for drayage, &c., and then there are the chances of the article being rejected, although he may in good faith take a tip-top article there at a fair price; and yet, the inspector and master workman can put him to a very serious loss and inconvenience by rejecting his article, from some cause or other. Therefore, a man will not take the business of the yard without some prospective profit.

Question. Have you discovered anything like a general disposition upon the part of contractors to take advantage of and impose upon the government?

Answer. I have not; they are too anxious to obtain the business of the government, for it gives them a credit with the mercantile marine; it is a sort of endorsement of them to have a contract with the government, and they therefore work for small profits, and I have told Commander Rootes that if there was any attempted imposition upon the government to let me know it, but he has never reported an instance to me.

Question. Then you do not think that it is a common feeling in the community of New York, that it is legitimate to plunder the government?

Answer. I do not think that it is so: I do not think that such a

thing is attempted in that yard, for they know the ordeal through which they would have to go.

Question. You spoke of having scattered your time somewhat, and of having been absent in Kansas, what proportion of your time have you been absent?

Answer. My first trip to Kansas I was gone six weeks; my second trip I was gone a couple of months; and my third trip one month. I have not been to a watering place, or a place of pleasure; but the rest of my time I have devoted to my office.

Question. Were you engaged in speculations in Kansas?

Answer. I was.

Question. Have you a large amount invested there?

Answer. Not of my own money, but money advanced by other parties.

Question. What per cent. do they give you?

Answer. They give my wife one-half of the profits.

Question. What amount of profits have been realized in behalf of your wife?

Answer. None, at all; they depend entirely upon the future.

Question. Then the investments have been made, and the profits are yet to be realized?

Answer. Yes; but not a dollar of my own money has been invested there.

Question. Are any other persons to be benefited by these investments?

Answer. None but them; they supposed that I had some ability in that line; there I have the endorsement of capitalists to a large extent, of my ability in that respect; when they might not think me a good book keeper they would trust their money to me to make those large operations.

Question. What proportion of your time have you devoted to the duties of your office, while in New York?

Answer. I am there every day, late or early; generally late, sometimes early.

Question. Who does the business of the office?

Answer. I direct it all myself.

Question. The duties are actually performed by the clerk, I suppose?

Answer. Yes, sir; I direct the correspondence, give directions as to where the requisitions shall be sent, except the small things; when there is a case of any moment it is always referred to me. I have a clerk who has been raised to business in that office, and I believe he has made no mistakes; I think all the accounting officers here will give him a certificate as being admirable in his department.

Question. Who are your clerks?

Answer. Mr. Blood, Mr. Hardy, Jackson Orr and Mr. Vincent.

Question. What are their salaries respectively?

Answer. The Secretary allows forty-six hundred dollars clerk hire, which sum is distributed among the persons named; the chief clerk, Mr. Blood, receives nineteen hundred, also five hundred dollars for a messenger.

GEO. N. SANDERS.

Documents explanatory of foregoing deposition.

[In triplicate.]

PROVISIONS AND CLOTHING.—OPEN PURCHASE BY THE NAVY YARD.

THE UNITED STATES NAVY DEPARTMENT, (appropriation for provisions.)

To AUGUSTE CASSIN & Co., Dr.

1857, August 3. 1,000 boxes mixed vegetables, containing
 500,000 rations, at \$1 28..... \$6,400

The articles charged in the above account are furnished at fair market price.

—————, *Navy Agent.*

UNITED STATES NAVY YARD,
New York, August 3, 1857.

I have inspected and received the articles above charged, they being of good quality and of fair price.

JNO. D. GIBSON,
Inspector in charge of provisions, clothing, &c.

NAVY YARD, *New York.*

The public exigencies required the immediate delivery of the articles mentioned in this bill, and there not being time to advertise for proposals, the articles were properly obtained by open purchase, and the same is approved for the sum of six thousand four hundred dollars, ——— cents.

THOMAS R. ROOTES,
Commandant pro tem.

NAVY AGENT'S OFFICE,
New York, August 15, 1857.

Received of George N. Sanders, navy agent, sixty-four hundred dollars and ——— cents, in full of the within bill, and have signed triplicate receipts.
 \$6,400.

AUGUSTE CASSIN & CO.

NAVY DEPARTMENT,
Bureau of Provisions and Clothing, August 14, 1857.

Approved for sixty-four hundred dollars. Will be paid by the navy agent at New York.
 \$6,400.

H. BRIDGE,
Chief of Bureau.

[In triplicate.]

BUREAU OF YARDS AND DOCKS.—OPEN PURCHASE BY THE NAVY AGENT.

THE UNITED STATES NAVY DEPARTMENT, (appropriation for contingent.)

To SECOR & Co, Dr.

1857, June 11. Master laborer's department, one pair of garden
shears..... \$2 00

Approved:

GEORGE N. SANDERS,
Navy Agent.

Having examined the articles above charged, I certify that they are
of good quality, and charged at the market price.

HENRY S. NEWCOMB,
Lieutenant.

AUGUST 5, 1857.

Received the above articles for contingent.

ANSON HERRICK,
Navy Storekeeper.

NAVY YARD, *New York,*
August 6, 1857.

The public exigencies required the immediate delivery of the articles
mentioned in this bill, and there not being time to advertise for pro-
posals, the articles were properly obtained by open purchase, and the
same is approved for the sum of two dollars.
\$2 00.

THOMAS R. ROOTES,
Commandant pro tem.

NAVY AGENT'S OFFICE,
New York, August 26, 1857.

Received of George N. Sanders, navy agent, two dollars and —
cents, in full of the above bill, and have signed triplicate receipts.
\$2 00.

SECOR & CO.

OFFICE OF THE ASSISTANT TREASURER UNITED STATES,
New York, February 16, 1859.

The balance to the credit of George N. Sanders, navy agent, New York, subject to draft at the close of business on the 31st of January, 1859, was (\$56,985 88) fifty-six thousand nine hundred and eighty-five dollars, eighty-eight cents.

The balance to his credit at the close of business on the 15th of February, 1859, was (\$33,914 91) thirty-three thousand nine hundred and fourteen dollars, ninety-one cents. The last deposit made by him was treasury draft No. 8916, for (\$23,082) twenty-three thousand and eighty-two dollars, on the 7th of February, 1859.

I certify the above to be a correct statement from the books of this office.

JOHN J. CISCO,
Assistant Treasurer United States.

*Abstract of receipts and expenditures on navy account, for the month of
January, 1859, by George N. Sanders, navy agent, at New York:*

DEBIT.

Balance from 1858.....	\$21,015 68
Amount received on requisitions.....	109,906 65
	<u>130,922 33</u>

CREDIT.

Disbursements in January.....	\$79,451 42
Deposit in treasury.....	2,250 00
	<u>81,701 42</u>
Balance on hand January 31.....	<u><u>49,220 91</u></u>

NAVY AGENT'S OFFICE,
NEW YORK, February 16, 1859.

Statement showing the balance of funds on hand, according to the books and accounts of this agency, at the different dates herein named.

On January 31, 1859.....	\$49,220 91
On February 1, 1859	79,353 70
On February 6, 1859	45,765 18
On February 7, 1859	67,141 23
On February 10, 1859.....	49,312 41
On February 15, 1859.....	<u><u>33,914 96</u></u>

CITY AND COUNTY OF NEW YORK:

George A. Blood, chief clerk to navy agent, of the county of Westchester, being duly sworn, says that the above is a correct statement of funds on hand according to the books and accounts of the agency at the different dates above named.

GEO. A. BLOOD,
Chief Clerk to Navy Agent.

Sworn to before me the 16th day of February, 1859.

SUMNER STOW ELY,
Commissioner of Deeds.

Amount of open purchases made at the New York station, arranged according to the quarters, from April 1, 1857, to December 31, 1858, inclusive.

Quarter.	Purchases by agent.	Purchases by yard.
Second quarter, ending June 30, 1857.....	\$32,287 97	\$52,739 56
Third quarter, September 30, 1857.....	14,832 72	61,928 40
Fourth quarter, December 31, 1857.....	4,830 30	39,912 24
First quarter, March 31, 1857.....	5,787 57	57,086 13
Second quarter, June 30, 1858.....	13,192 88	27,172 12
Third quarter, September 30, 1858.....	6,425 15	29,860 07
Fourth quarter, December 31, 1858.....	11,036 23	34,189 80
	88,392 82	312,888 32

TREASURY DEPARTMENT,
Fourth Auditor's Office, February 14, 1859.

SIR: Your disbursements as navy agent at New York, from the commencement of your official service, April 1, 1857, to September 30, 1858, the latest date of your returns to this office, amount to \$2,532,438 42. Thus:

2d quarter, 1857.....	\$482,632 65
3d quarter, 1857.....	433,691 96
4th quarter, 1857.....	290,196 42
1st quarter, 1858.....	515,021 48

2d quarter, 1858.....	402,618 19
3d quarter, 1858.....	408,277 72
	2,532,438 42

I am, sir, very respectfully, your obedient servant,

A. J. O'BANNON.

GEORGE N. SANDERS, Esq.,
Navy Agent, Present.

TREASURY DEPARTMENT,
Fourth Auditor's Office, February 16, 1859.

SIR: In reply to your verbal request of the 15th instant, in relation to your accounts as navy agent, I have to say that, in the settlement of your account, under your *old bond*, to the 23d of June last, there was a balance found against you of \$7,318 54, and that subsequently you have deposited into the treasury, on account of this balance, \$6,410 88, leaving a balance still due of \$907 66. This sum, however, consists of suspended items referred to the Secretary of the Navy for his approval, and which have not yet been acted upon.

Up to this time your account presents a fair and satisfactory adjustment.

I am, sir, very respectfully, your obedient servant,

A. J. O'BANNON.

GEO. N. SANDERS, Esq.,
Navy Agent, New York.

No. 74.—TESTIMONY OF WILLIAM TURNER, BROOKLYN NAVY YARD.

FEBRUARY 12, 1859.

WILLIAM TURNER called and examined.

By Mr. Groesbeck:

Question. What is your employment, Mr. Turner?

Answer. I am master painter in the Brooklyn navy yard.

Question. How long have you been in that position?

Answer. I entered into the discharge of my duties on the 23d day of March, or thereabouts, almost a year ago. I was appointed about the 15th.

Question. Do you know anything about a subscription that was gotten up among the men under your employment to pay your expenses to Washington?

Answer. I did not know anything about it. I heard that there was one some time afterwards. One of my men gave me some money to come on here to see the department and try to have their wages raised. In the yard at Brooklyn it has always been the custom in the spring of the year to get an estimate of the salaries of men out

of doors in all the departments; and I found, on going out of doors and getting a report of the wages there, that they were higher than what the men in the yard were getting. The men knew that fact, and wanted to know if I would not come to the department and try to get their wages advanced. I told them I would; and when I was coming away they gave me some money to pay my expenses. I do not know anything about any subscription, whether they got one up or not. I do not know that they did.

Question. What is the practice about wages outside and inside the yard?

Answer. It has always been customary to rate the wages inside the same as those out of doors.

Question. For the painters?

Answer. Yes, sir; the same that painters receive out of doors.

Question. I will ask you about a practice in the yard which has been adverted to, of making presents of watches, and canes, and such things, to the master workmen in charge of the different departments. Do you know anything about that?

Answer. I do, sir. I must state frankly that it has always been the practice for the mechanics in the different departments to present some token of respect to the masters when they come into the yard.

Question. How long has it been the practice to do this?

Answer. I presume, from my knowledge, for eight or ten years.

Question. Do you know that this is so?

Answer. I do.

Question. Did you have anything to do with getting up anything of that kind?

Answer. I did not, sir.

Question. Did you yourself receive such a present?

Answer. I did, sir.

Question. I will ask you whether, during last summer or last fall, you did not, upon one or more occasions, leave the yard and take some of the men with you to go into Queens county?

Answer. Never, sir, without checking the men; that is, reporting to the officers that their pay was then cut off during the day.

Question. Is it allowable, upon making that application and checking the men, so as to deduct the time for their absence; has it been the practice in the navy yard to allow men to go off temporarily?

Answer. A man can go off at any time he sees fit if he checks; I have no control over that. The clerk of the yard keeps the books, and calls the roll at seven o'clock in the morning, and at roll time, whatever time it may be. A man cannot go out of the yard between the rolls without reporting himself to the clerk's office. I have discharged several for going out without checking themselves.

Question. Suppose you have need of the services of the men in the yard, are they allowed to go in this way?

Answer. They can leave at quarter time without my knowledge, only they report to the clerk of the yard. For instance, they go into the yard in the morning and work a quarter of a day, and leave before the second bell at one o'clock, and then they only receive pay

for a quarter of a day. I suppose the men can go out by deducting their time.

Question. Why are they kept in, then, if they can go out in this manner?

Answer. We have no control over the men only during the time they are at work there.

Question. Suppose there is work for them to do upon any given day, can they get permission to leave by having their time deducted?

Answer. Yes, sir.

Question. And let the work go undone?

Answer. They are not compelled to be there at all; but if they ever leave the yard and are absent three full days their call runs out, and they are struck from the books. They can go away and stay two days and a half, but on the last call on the third day they have got to be present or their name is struck from the book; they are no more on the list, and the clerk does not call them. During the three days they can do as they please. A man may be sick, for instance, or he may be employed in some other place; he may have to go and see a friend, and he can remain away during two days.

Question. The question is, supposing, in your opinion, the presence of the men is necessary in the yard for labor—there is work on hand to be done, can they get leave of absence whenever they please?

Answer. I cannot see that we have got control over the men; they can go at any time, so long as they come up to the rules of the yard. They are in my control only when they are actually at work.

Question. Did you ever ask any of these men under your employment to do work for you?

Answer. Never, sir, when they were paid by the government.

Question. Did you never have any painting done; did you never send any men out to do any painting for you?

Answer. Never, outside of the yard gate; not when they were paid by the government.

Question. I mean when they were paid by the government?

Answer. Never, sir.

Question. Did you never send a man to Calvary cemetery to paint for you?

Answer. Never, when he was employed in the yard.

Question. Did you send a man there at any time?

Answer. Yes, sir; but I paid him for going there; he was not paid by the government.

Question. Did he return to the yard?

Answer. Not that day; he was checked, and the books show that he was not paid by the government. For instance, up to my house, or any other place, if I had a small job of painting to be done, perhaps it would be too much trouble to get a painter out of doors, and I would say to one of the men, you need not come into the yard tomorrow, for I have a little job for you myself. It is customary for the officers, if they have anything of this kind to be done out of doors, to hire a man in that department and send him to do the job, at the same time having him checked by the clerk of the yard, so that he

does not receive pay from the government for the time he is thus employed. I did send a man to paint the iron rail around the graves of my family.

Question. At Calvary cemetery?

Answer. I did, sir; but the government did not pay him.

Question. Did you ever send men under your employment to do work for members of Congress?

Answer. Never in my life.

Question. Do you mean to say that no men under your employment ever did any work for members of Congress?

Answer. They never did to my knowledge. I have understood since that a man by the name of White and a man who is now my foreman, by the name of Craig, on the 1st day of July, went over to see Hon. John Searing, and were there on a visit cherrying; and during the time they were there I believe they did some work for Mr. Searing. This was not done to my knowledge. I have only heard it from hearsay. They were Mr. Searing's constituents and friends, and I believe they were there on a visit.

Question. Were they checked upon that occasion?

Answer. They were not paid. I have got my books in Washington, and you can see from the books that they were not paid from the 2d of July to the 6th. The 4th was celebrated on Monday. They were absent from the 2d to the 6th; but the 4th being taken out, still made their call good on the morning of the 6th, for when there is a holiday in the yard we never count that on the man's time. Otherwise, their time would have run out; but the 4th of July coming in, they were absent only two days when the roll was called in the yard. The book shows this. I will bring the book if the committee wish to see it; it is up to Mr. Willard's.

Question. How do you guard your paint?

Answer. I have got nothing to do with it.

Question. Who has charge of it in your department?

Answer. In my department I require it from the storekeeper, and Mr. Jones has charge of it—the man who keeps my books.

Question. Is he under your control?

Answer. Yes, sir; he is.

Question. Then is not the paint under your control?

Answer. It is in a measure.

Question. Have you ever, upon any occasion, done any painting for yourself with the paint of the government?

Answer. Never. I never took a pound of paint out of the yard to my knowledge; that I solemnly swear.

Question. I wish you would explain to the committee about the hundred weight of zinc, or thereabouts, that was taken to Williamsburg upon one occasion?

Answer. I never knew anything about that until the first day of last month, when this committee was organized. It was written to me that such a thing had been stated before this committee. I called upon all my men and asked them if they knew anything about the fact. Two of my men said they did. A man by the name of White

said that during my absence in Washington—for I was here and staid here some ten days—Mr. Fitzgerald ordered these men to carry a keg of paint over to the Block. I was then painting the shell house on the Block, and the paint could not go out on any other occasion. They had to take it in a small boat and carry it to the Block. There is a little stream that runs between the Block dock and Williamsburgh, and White and Leighton informed me that, by the order of Mr. Fitzgerald, they took the hundred pounds of zinc and landed it at the Williamsburgh dock.

Question. What became of it?

Answer. I do not know what became of it.

Question. Do you say that you were not there at the time?

Answer. I was in Washington at the time.

Question. Have you said anything to Mr. Fitzgerald about taking paint out?

Answer. Never in my life; he is a man that I would not have anything to say to.

Question. Do you know anything about glass having been taken from your department?

Answer. No, sir.

Question. Have you any recollection of two boxes of glass having been taken at any time?

Answer. Never, sir, to my knowledge.

Question. Have you not, upon one or more occasions, gone with men under your employ to political meetings?

Answer. On one occasion I went myself to a political meeting in the day time, and some of my men went, but they checked themselves and were not paid for the time they were absent from the yard.

Question. How do you know that?

Answer. I know it because the books show it. I can swear positively to it, for every man who went checked himself at my request.

Question. When was it?

Answer. It was in September, I do not know the day; I went to a political meeting in East New York. Several of the men went and none of them got paid; among them was my foreman.

Question. Do you know whether any of this hundred weight of zinc that has been referred to by the witnesses was used upon your house?

Answer. I do not know anything about it. I paid for the paint that was used upon my house.

Question. Were you painting your house at that time?

Answer. No, sir; my house was painted in April, about a month after I came into the department. A man by the name of Bagley painted my house for me. I gave him sixteen dollars for the outside and ten dollars for the inside, making twenty-six dollars for the whole. I bought the paint of William D. Kennedy and paid cash for it. I have the receipt, dated the 16th of April.

Question. Have you done any painting on your house since that time, while you were in the yard?

Answer. I have, sir.

Question. When was that?

Answer. I believe the roof of my house has been painted since, perhaps it would be in June.

Question. Might not some of this paint have been used upon that?

Answer. Never, sir.

Question. Where did you get the paint with which you painted it in June?

Answer. It was some which I had left when I painted my house in April; I bought it of Mr. Kennedy.

Question. When did you go into the yard?

Answer. I went on the 23d of March. At that time my house had been primed, and after I went into the yard it was finished. I got the paint from a man by the name of Saunders, in Flushing.

Question. You think this hundred weight of zinc that has been referred to went out of the yard in July, do you?

Answer. I know it could not possibly go out of the yard, except while we were painting the shell house; Mr. White said it went in a small boat; it could not possibly go at any other time. It was some time before the end of the session that I was on here; I think it was in June. It was a matter of impossibility for anything to go out of that yard unless it went in that way, as was stated, in a boat; and then it could not go, only they had the privilege of going over there to do the work.

Question. Do you remember any occasion when Mr. Cohane was handling two boxes of glass?

Answer. I do not, sir.

Question. Was Mr. Fitzgerald under your employment?

Answer. He was, sir; I found him there when I went there.

Question. Did you discharge him?

Answer. I did the very day after I went into the yard.

Question. The first day you went into the yard?

Answer. The very next day, the 24th of March, I discharged Mr. Fitzgerald; I took possession on the 23d, and the next day I disrated him; but the commodore and Captain Rootes would not sign the papers.

Question. How long did he continue there?

Answer. I was compelled to keep him, until about the fall election, as my foreman.

Question. Who discharged him then?

Answer. I did, sir.

Question. If you discharged Mr. Fitzgerald then, why could you not have discharged him before?

Answer. I can give you my reasons if it is required.

Question. Why did you not discharge him before?

Answer. Because I was compelled to keep him, sir. If you want me to tell who compelled me to keep him, I can tell; but I would rather not.

Question. [After consultation with the committee.] Who compelled you to keep him?

Answer. Hon. George Taylor compelled me to keep him. I have

received several letters from him, which I have here with me. They are as follows:

“WASHINGTON CITY, *March* 23, 1858.

“CAPTAIN TURNER: You will much oblige me by retaining Mr. Fitzgerald as foreman. This is the understanding between Mr. Searing and myself, and I may add, the Secretary of the Navy. You will also oblige me by appointing Mr. Tenney, of the 12th ward, when in your power to do so. As a general thing, Hugh McLaughlin, master laborer, knows who my friends are, and he will confer with you at all times.

“Yours, respectfully,

“GEO. TAYLOR.”

“HOUSE OF REPRESENTATIVES,

“*April* 7, 1858.

“DEAR SIR: I understood that, as a part of the arrangement before your appointment, you were to retain Mr. Fitzgerald as your foreman. You promised to do so; and that is Mr. Searing's understanding. I am now informed that you intend to dismiss him and appoint some one in his place from New York. This is not right, and you ought not to think of it, if you do. I trust that the original understanding will be carried out. I have just conversed with Mr. Searing, and this is his view of the matter, and it was the Secretary's view when you were appointed. In your turn you will, of course, do the best to equalize matters among the various members.

“Yours, respectfully,

“GEO. TAYLOR.

“I have just shown this letter to Mr. Searing.

“WILLIAM TURNER, Esq., *Master Painter.*”

“WASHINGTON CITY, *April* 13, 1858.

“SIR: Your favor has been received. I will be much obliged for a list of the men under you, when I will write to indicate those I am especially interested in. I want only a fair proportion of the men.

“In reference to Mr. Fitzgerald it was expressly understood between Mr. Searing and myself that Fitzgerald should remain, and you promised this yourself. I do not know what Mr. Kelly has to do with this matter, but I shall be pleased to see him gratified as far as it is proper; but I cannot and will not submit to Mr. Fitzgerald's dismissal; and I now give you notice that if you do remove him I will do what I can to correct it, and if you suffer you must not blame me. I desire to sustain you and to make your position pleasant; this I desire on your account as well as in respect to Mr. Searing, but, sir, I will not

stand by and see my friends struck down by you or any other master.

"Yours, respectfully,

"GEO. TAYLOR.

"WILLIAM TURNER, Esq."

Question. Upon whose recommendation were you put into that yard?

Answer. The recommendation of every democratic member of Congress from the State of New York, with the exception of George Taylor, I believe, and a great many gentlemen from the county I belong to, Hon. John W. Lawrence, John H. Brown, and a great many merchants in New York.

Question. I understand you to say that the day you went in you undertook to remove Mr. Fitzgerald?

Answer. I went into the yard on the 23d, and took possession of my shop on the 24th. It was either that day or the next—within forty-eight hours after I went into the yard. There had been several gentlemen come to me and told me that this Mr. Fitzgerald was a bad man. I made up my mind and had partially agreed to let him stay before I got my appointment; but when I found out from my friends the character of the man, I at once removed him and disrated him from being my foreman, and appointed a man by the name of James Daly in his place, from New York. The papers went to the commandant's office, but Mr. Delano had a conversation with Captain Rootes, and they had agreed that they would not allow Mr. Fitzgerald to go out. The reason that they gave was that I was a green man and did not understand anything about the routine of the yard, and the man that I had appointed in Mr. Fitzgerald's place being green too, everything would be turned upside down, and they would not know where to find it. I thought that was a very good reason, and I let the matter go over. In addition to that I received these communications from Mr. Taylor, which tied my hands, and so I thought I would let Mr. Fitzgerald remain.

Question. Was Mr. Fitzgerald aware of your disposition towards him?

Answer. Yes, sir; I told him what I intended to do.

Question. On what terms have you and Mr. Fitzgerald been since then?

Answer. I have never let him know anything more of my business than I could help.

Question. Have you been friendly or unfriendly towards each other?

Answer. I treated him the same that I would any other man; I paid no particular attention to him, but went along and attended to my own business. I have heard that he has made threats that he would have me out of the place if it cost him his life.

Question. Did you ever have any controversy with Captain Rootes in that yard?

Answer. We had some high words at one time, I believe.

Question. Did you ever have any controversy about discharging men that were idle in the yard?

Answer. One day, when I was attending to my business, Captain Rootes came up to me and said to me that there were three men that he had found idling, and he wanted me to discharge them. I told him that I would if he would go and point out the men to me. I went with him and he pointed out the men, and then I hesitated for a moment. I asked the men if they were idle, and hesitated about discharging them; and I do think that I might have said to Captain Rootes that I would not do it. But I went directly and dismissed the men; and Captain Rootes, after he had cooled down, came to me and said that if these men would make an explanation to him, he would not have them suspended from the yard. I believe they did make explanations. I dismissed them, but he put them on. That is all the conversation that we had upon that occasion. He told me that there were three men idling around the ship, and I dismissed them at once; and afterwards he wanted me to put them on again, and I would not do it. He would get excited sometimes, and afterwards had a feeling of sympathy for the men.

Question. Were you ever suspended from the yard?

Answer. I was, sir.

Question. Why?

Answer. My men were painting this very building upon which Captain Rootes said they were idle—they were painting the marine barracks. I was a stranger in the yard and did not know the officers. One of my men was standing on a ladder reaching over to paint a window, and I saw a man come up to him, who I was afterwards informed was Colonel Harris, and he raised his umbrella and was about to hit the man. The painter jumped and came very near falling down. I went up to this man and said, "Sir, I do not allow any man to interfere with my men." Said he, "Who are you, God damn you?" Said I, "Damn you, I am master painter." I only gave him back what he gave me; and the next day, without any trial or anything of the kind, I was suspended. A few days after I was reinstated by the department. Affidavits came on here to show that I was in the right. He had no cause to interfere, and had nothing to do with my department. He was colonel of the marines; but I did not know that it was Colonel Harris, or I should not have spoken as I did to him. I afterwards learned that it was he. I was suspended for a few days or perhaps a week.

By Mr. Bocock:

Question. Did you ever get any brandy or whisky from Mr. Teller?

Answer. Mr. Teller purchased some and sent it to the boat for me at my request. I asked him to do it, because he knew where to get good brandy better than I did. I believe it was the second time I ever spoke to him.

Question. What sort of spirits was it?

Answer. Brandy, sir.

Question. Did you ever get any whiskey from him?

Answer. No, sir.

Question. Neither as a present or on purchase?

Answer. No, sir. The only article which I ever got from him was five gallons of brandy, and that was a very good article I thought.

Question. Did you ever appoint a man under you in the navy yard upon the recommendation of Mr. Teller?

Answer. Not that I know of, sir.

Question. Do you not remember that Mr. Teller recommended somebody to you?

Answer. I do not think he ever did. Mr. Samuel Willis, the appraiser, recommended a man to me, whom I appointed. I do not think Mr. Teller ever did; but I may be mistaken, as I get so many letters. I get twenty or thirty some days, perhaps.

Question. Did Mr. Donnelly ever recommend a man for appointment under you?

Answer. Yes, sir.

Question. Did you appoint the man whom he recommended?

Answer. A friend of Mr. Donnelly's brought me a letter requesting me to appoint him in the place of a man who was taken sick. I did not appoint the man; his name was O'Brien. I believe, upon further recollection, that Mr. Teller did send to me to appoint him.

Question. Did you ever give him any work in the yard for a longer or shorter time?

Answer. No, sir; he never worked for me.

Question. What particular obligations were you under to Mr. Teller to appoint the men that he should recommend to you?

Answer. None at all, sir.

Question. Where does Patrick Fitzgerald live?

Answer. I do not know, sir.

Question. How far is your house from Williamsburg?

Answer. Sixteen miles, I think. I do not go by Williamsburg to my house. I take the boat at Fulton market, on the New York side.

Question. What sort of communication is there between Williamsburg and your house where you reside?

Answer. There are roads running out for wagons and carriages, but there is no public communication. There are stages that go out to Newtown; but I live at a place called Little Neck Bay, or Bayside. I go on the Flushing railroad, which connects at Hunter's Point with the steamboat which leaves Fulton market.

Question. Do you know whether Mr. Fitzgerald lives at Williamsburg?

Answer. He lives at Brooklyn; I do not know what part of it. There is a car runs direct across from Brooklyn, and there are cars branch off in different directions. I know he lives in Brooklyn, but in what part of it I do not know; it is some distance from the yard, I should think; I have heard him say that it took him pretty near an hour to get there.

By Mr. Groesbeck:

Question. Are you on the direct route of his house, going to Williamsburg?

Answer. Yes, sir, the direct route of this railroad. There is a

railroad runs through Brooklyn, which branches off in different places, and it runs up as far as Green Point, and it runs within a mile of the Flushing railroad, and there it ends; then you cross over a river to get to the Flushing railroad. You might go this way, I suppose, to the Flushing railroad by walking a mile.

Question. Did you levy a collection on the men at any time to send Mr. Searing to Washington?

Answer. Never, sir.

Question. Do you know whether the men did at any time make a contribution to send Mr. Searing to Washington to have their salary raised?

Answer. No, sir.

Question. Did you ever make a promise or arrangement to appoint the men Mr. Teller recommended to you?

Answer. No, sir; I do not think he ever asked me, with the exception of recommending a man to fill a vacancy caused by the sickness of one of my men, the man whom Mr. Willis sent me. I think he sent a letter recommending a man by the name of O'Brien. He asked me if I would not put this man on, but I refused to do it.

FEBRUARY 14, 1859.

WILLIAM TURNER recalled.

By Mr. Ready:

Question. Do you know anything about any money being raised from the men in your employ to aid in defraying the expenses of Mr. Searing's canvass last fall?

Answer. I do, sir; the circumstances are these: I was a member of the executive committee of Queens county, and that committee had not funds enough to pay their printing bills. I told my men that as Mr. Searing was running for Congress, and the most of my men were from his district, I wished that they would (as the other men in the yard did not contribute anything to the election) give something to defray the expenses of printing. Some of them gave something and some of them did not. Those who gave put down just what they pleased, and I took it and devoted it to the expenses of printing.

Question. Was it a voluntary contribution?

Answer. Entirely so.

Question. Was it never made a cause of removal with any man, that he declined to give any money in this case?

Answer. Never.

Question. Do you know anything about some men going off after roll-call to attend political meetings; I mean men employed in the yard?

Answer. I do not. I have stated to the committee already that I attended one of these public meetings in the day time, and I asked some of the men to go with me; but when they went out of the yard they checked themselves, and were not paid by the government.

By Mr. Boccock:

Question. Has anybody approached you in relation to your testimony here?

Answer. No, sir.

Question. Has nobody asked you about what sort of testimony you would give in relation to Mr. Saunders, the navy agent?

Answer. Yes, sir; but not since I have given my testimony, but previous to it.

Question. Who approached you upon the subject?

Answer. Lieut. Barnet asked me to state to the committee that such and such things occurred; I told him that I would answer any question that the committee would ask me. This Lieut. Barnet was at one time the inspecting officer of the Brooklyn navy yard. He spoke to me in reference to some articles which he said had been sent to my department, and something about Mr. Saunders not giving me the requisitions on parties from whom I could purchase articles at a lower rate than they were purchased at. I told him that if the question was asked me I would state all that I knew about it. That is all that was said to me. In conversation with Lieut. Barnet, since I have been in town here, he has asked me to say to the committee that Mr. Saunders compelled me to go to a certain place to purchase goods when I could purchase them at a lower price somewhere else.

Question. Is there anything true in such a statement?

Answer. Mr. Saunders always gave me a requisition upon any place that I asked. In making a requisition for articles in my department to be obtained upon open purchase, tools, for instance, or any articles that I want to have selected, I state on the requisition "to be selected," and it goes to the navy agent in that way. He may, perhaps, send me to Mr. Secor, or to Mr. Kennedy, or to any other place that he may choose to recommend. But if I should conclude that I could get a better article at Mr. Kennedy's than at Mr. Secor's, and should ask the navy agent to let me go there, he would always do it; he has never compelled me to go to any place.

By Mr. Ritchie:

Question. Did Mr. Barnet desire you to state anything more than was within your own knowledge?

Answer. No, sir. He called to my mind an item in regard to some packages of gold leaf which I had required in a great hurry, to be used upon the Wabash. He wanted me to state that I could have got this gold leaf at a lower price. I did not know anything about the price, and hence I could not make any such statement.

By Mr. Bocock:

Question. When you told him that you did not know anything about it, was not that sufficient for Lieutenant Barnet?

Answer. He wanted to know if a party in Brooklyn did not offer it to me at a lower price. I told him that, after I had received this article from the navy agent, a man by the name of Wallace sent me a circular offering to sell gold leaf at about \$7 50 a package, while this I had received had come from Mr. Kennedy, and had cost \$8 50 a package.

Question. Would you understand from what Mr. Barnet said to you that he wanted you to state certain things to the committee upon the supposition that you knew about them?

Answer. Certainly ; he would never think of asking me to state anything I did not know.

Question. Now, in reference to this matter of the paint being taken from the navy yard ; have you ascertained when you was here in Washington, last spring or summer ?

Answer. I have not examined the books myself, but Mr. Artemas Jones, a witness who is present, has examined the books at Willards', where I stopped, and can tell at what time my name was registered there.

Question. Is Mr. Graham your superior ?

Answer. Yes, sir.

Question. Do you know anything about the manner in which his duties have been discharged ?

Answer. I know nothing against him. I know that he has put off work which I thought ought to have been done, and he has given as a reason that he wanted to keep down the expenses of his department. Now there were the ship houses and other buildings, the roofs of which were suffering for want of paint ; they were not painted because Mr. Graham said he did not want to raise the expenses of the department.

Question. How do the present expenses of the department compare with former years ?

Answer. I could not tell that.

WILLIAM TURNER.

No. 77.—JOHN KELLY, NEW YORK.

FEBRUARY 12, 1859.

JOHN KELLY called and examined.

By Mr. Bocock:

Question. Where do you reside ?

Answer. In the city of New York.

Question. What is your business ?

Answer. I am sheriff of the county of New York.

Question. Have you been recently a member of Congress ?

Answer. I have.

Question. How long were you a member of Congress ?

Answer. From the 4th of March, 1855, to the 25th of December, 1858.

Question. Were you in the habit while you were a member of Congress of recommending persons for appointment in the Brooklyn navy yard ?

Answer. Yes, sir.

Question. When you made a recommendation for a man to be appointed there, did you require the master workman to appoint him without reference to his qualifications ?

Answer. No, sir, I cannot say that I ever did ; I do not recollect of any such instance.

Question. Did you take any steps to inform yourself of the man's

qualifications as a workman or a mechanic when you recommended him as a mechanic?

Answer. Yes, sir; but generally the men whom I recommended were mere laborers; the most of them, at all events.

Question. Do you recollect any case of your recommending a man for appointment, and after he was appointed of his being turned out again?

Answer. Yes, sir.

Question. In consequence of unfitness for his place?

Answer. I remember no particular case of that kind.

Question. Do you remember of any case of a man being appointed upon your recommendation, and then being turned out because of his dissipation, and you being informed that he was incompetent, still insisted upon his being kept in his place, although he was incompetent?

Answer. I do not recollect anything of the kind.

By Mr. Ritchie:

Question. Did you ever have any controversy with any of the masters in the yard in regard to the discharge of men whom you recommended for appointment?

Answer. I think I did have.

Question. What was that controversy, and with whom?

Answer. It was no personal difficulty. I complained of the manner in which some of the men were treated whom I recommended. I think one Berry, who was formerly the master painter, refused to employ a man whom I recommended, and I aided and assisted in having Berry turned out, because I thought the manner in which he treated not only me, but others, was rather disrespectful.

Question. What reason did he give for that?

Answer. The case was this: I recommended to him a man by the name of Grace, whom I sent to him with a recommendatory letter. I do not think there was anything threatening in it. My impression is that it merely requested him to employ Grace. He did not do so, but told Grace—at least so Grace afterwards told me—that he might go back and tell John Kelly to go to hell, as he would not employ him at all.

Question. Grace told you that, did he?

Answer. Yes, sir. I asked Grace if he was sure that Berry said so, and he said he was sure of it, and that Berry desired him to carry the message to me. I thought that was rather harsh language, as I had given him no cause of offence. I complained of it, therefore, to the Secretary.

Question. Did you ask Berry whether he had used that language or not, before you complained to the Secretary?

Answer. No, sir. I recollect that he afterwards came to me for an explanation. He said that he understood I had complained to the Secretary. I said that I had. He asked my reason for doing so. I said that he had treated Grace badly, and had treated my message with contempt.

By Mr. Groesbeck:

Question. What did he say to that?

Answer. He denied ever having said what Grace told me had said. He said that Grace was in the habit of getting intoxicated, and it was for that reason that he had discharged him, having found him drunk in the workshop. He told me that Grace came to him and told him that if he did not employ him he would use all my influence to get him turned out. Now I had given no authority for saying that.

By Mr. Ritchie:

Question. Was Berry turned out in consequence of your application to the Secretary?

Answer. I think not; he was not turned out until nearly three months afterwards. He was then turned out and a man named Turner was put in his place, upon the recommendation of Mr. Searing.

By Mr. Bocock:

Question. Did you know, before you made complaint to the Secretary, that Berry had discharged Grace because he was in the habit of getting drunk?

Answer. No, sir; Berry told me, I think, afterwards that that was the reason he had done it.

Question. Did he not tell you before?

Answer. I believe not; I am not sure.

Question. Did you apply for the removal of any other master mechanics?

Answer. Yes, sir; I applied for, think it was subsequently, the removal of a man by the name of McManus, who was master block-maker.

Question. Upon what grounds?

Answer. Because he had treated me with contumely; I had heard that he had told the persons whom I recommended to him that they might go to the devil, or words to that effect.

Question. Then it was for the use of this harsh and insulting language that you complained?

Answer. I do not think I made it a particular issue with Mr. McManus. But he was afterwards removed, I think at the solicitation of Mr. Sickles, and a man appointed in his place by the name of Fox.

It may be well for me to say, just here, that before I complained to the Secretary about McManus I heard that he was in the habit of getting drunk and locking himself up in the office. I heard it from pretty good sources, and I gave it as I got it.

Question. Did you ever, on any occasion, insist on having a man put in, or reappointed after he was turned out, knowing at the time that he was an incompetent man?

Answer. No, sir; not to my knowledge.

Question. Do you remember writing threatening letters to Lawrence Cohane in relation to appointments?

Answer. I do not recollect of any thing of the kind.

Question. Did you ever have have any difficulty with Merrifield about appointing men?

Answer. Not to my knowledge or recollection.

Question. I will read to you a portion of the testimony of Lewis W. Berry. He had said that members of Congress had threatened him in regard to incompetent men; that if he did not employ them he should be removed. The testimony goes on:

“Question. By whom were these threats made?

“Answer. John Kelly, of New York, made that threat.

“Question. State the circumstances under which it was made, and what gave rise to it?

“Answer. It arose in this way: There was a man working in my department who was a drunkard. Now, I thought a great deal of Mr. Kelly. He appeared to be very much of a gentleman, and I felt disposed to do what I could to oblige him; I therefore warned this man that he must behave himself, or I would not employ him. At last I was forced to discharge him. He would continue to get drunk, and would lay for hours in my office in a rum fit, and I therefore discharged him. Mr. Kelly told me that he wanted me to take him on again. I told Mr. Kelly I could not employ any such man as he was, as he had disgraced himself, and was a disgrace to any department. Mr. Kelly said he could not help that, but that the man must go to work there again. I told him I could not employ him again. Said he, ‘you may set it down as a fact that I will have you removed if I can, if you don’t put that man on again.’ I told him that I did not care two snaps of my finger about remaining; that I really thought it would be a relief to me to get out of the place.

“Question. How long was this before your removal?

“Answer. Two or three months, perhaps.”

Question. Do you recollect anything about that?

Answer. I did not know about his being drunk. He may have been; but I had known him for ten or twelve years, and had not known of his getting drunk, nor never saw him so.

By Mr. Ritchie:

Question. Did you ever have any such conversation with Berry?

Answer. I do not recollect of any such thing. In every interview that I ever had with Mr. Berry he always treated me very roughly. Hence the reason of my finding fault with him, either in person or by letter. I had no man but this man Grace working in his department who had been appointed on my recommendation. And I thought it pretty hard that he did not permit one man to work there for me. I think he also assigned as a reason that the patronage of the yard belonged to Brooklyn; that he himself was appointed upon the recommendation of a member from Brooklyn, and he was not under obligation to any body; this was in substance his conversation outside of Brooklyn.

By Mr. Boccock:

Question. When did you make complaint against him?

Answer. I do not know exactly.

Question. How long was it before his removal?

Answer. I think about three or four months. I think he was not removed upon my complaint, solely.

Question. How many men from your district are employed as mechanics in the navy yard?

Answer. I do not know.

Question. A large number or small number, as compared with other districts?

Answer. So far as the patronage of the yard is concerned, at least since I have had anything to do with it, at least one half of it was given to the Brooklyn district. I think there were about twenty mechanics from my district over there, or perhaps more.

Question. Do you know anything about the character of those twenty mechanics as workmen?

Answer. I think they were good workmen; I do not know of my own knowledge that they were, but I think so.

Question. The larger portion of your patronage, then, was among the laborers?

Answer. Yes, sir.

Question. Why was that?

Answer. Because Mr. Murphy, the master dock builder, was appointed at my solicitation, and the greater portion of his work was done by laborers.

Question. Are you aware that a number of mechanics and laborers from your district were retained in the yard, though they were inefficient?

Answer. No, sir.

Question. Has such a thing as that never been brought to your attention?

Answer. No, sir.

Question. Does your district abound in skillful mechanics or not?

Answer. I think it is a mechanical district. Two-thirds of the population of the district, I think, are mechanics and laborers.

Question. Do you remember to have recommended a man by the name of Kelly for appointment under Mr. Berry?

Answer. Yes, sir.

Question. What sort of a man was he? What was he recommended for?

Answer. I think he was a chair painter and gilder, and I think I recommended him as such. I think he was a resident of the Brooklyn district when I recommended him. He was a brother of Alderman Kelly, now dead. This circumstance induced me to ask Berry to put him at work. He put him at work for two or three weeks and then discharged him.

Question. What occurred between you and Berry about that?

Answer. Nothing.

Question. Did you complain to the department about his removing Kelly?

Answer. I think not; I do not now recollect of doing so. The only difficulty I had with Berry was that about Grace. My complaint to the department was principally on account of the man's treatment of me rather than anything else. I did not complain that he did not

appoint any body at my solicitation, but of his manner and roughness, and his insulting tone towards me.

Question. Did you ever tell Merrifield that if he did not give you your share of the patronage of the yard you would have him turned out?

Answer. No, sir; I do not think I ever said so. The patronage of that yard was not worth the snap of my finger to me politically; but occupying the position of a member of Congress, as I did, men would apply to me to get them a place in the yard. Some of these men, I understood afterwards, raised some money to aid me in my election. When those who had charge of the matter came to me with it I asked them where they got it; they told me they got it of the men in the navy yard; I told them to take it back and give it to the men who had raised it. I believe there is but one man in that yard, and that is Nicholas Murphy, the master dock builder, who paid any thing at the last election; he came to me with it, and I told him I should have nothing to do with it. There was a committee appointed for the purpose of getting contributions for the election, and I think Murphy contributed something to that committee, what it was I do not know; and I think the civil engineer before Mr. Graham, who also was named Murphy, gave something to the election committee, but he gave nothing to me, nor did any one else in the yard.

Question. How long have you been acquainted with the management of the navy yard?

Answer. About eight years perhaps.

Question. During that time have appointments always been made on political grounds? I mean has it been so during all that time?

Answer. Mostly so, I think. If I recommended a man there it was principally on that ground, together with the sympathy I had for the condition of the men.

Question. Have you known what has been the management of the yard under all parties?

Answer. Yes, sir; when the whigs formerly had the yard they would, of course, turn out the democrats, every man of them; they would not permit them to work there; and as soon as the democrats got into power again they would turn out the whigs, and so it has been in all the offices in New York, post office, custom-house, &c.; and so it is to-day in the appointment of the police. The republicans appoint all republicans; it is very seldom that a democrat can get a place, if he does, it is through some extraordinary influence.

Question. In the management of politics in New York are offices made a matter of party patronage by all parties?

Answer. Yes, sir; Mr. Hays, who has been recently elected comptroller, has turned out all the democrats in his office and put republicans in their places; or he will do so, he cannot turn them all out at once. He will turn out a few at a time, but they all expect to go, and so it is with the distribution of the patronage of the State government; the republicans turn out the democrats, and when the democrats get the power they turn out all the republicans.

Question. Are the parties in New York in the habit of using money in their canvasses to promote the success of the party?

Answer. Yes, sir, they are; all parties use it. JOHN KELLY.

No. 79.—CHARLES R. GRAHAM, NEW YORK.

FEBRUARY 14, 1859.

CHARLES R. GRAHAM called and examined.

By Mr. Bocock:

Question. What is your official position?

Answer. Constructing engineer in the navy yard at New York.

Question. What are the duties of that position?

Answer. To superintend the construction of all the buildings and wharves, the filling up of the grounds, and keeping the various buildings in repair.

Question. How long have you held this office?

Answer. Since May, 1857.

Question. Do you know upon whose recommendation you were appointed?

Answer. Yes, sir; upon the recommendation of the New York delegation.

Question. Have you given your attention to the duties of the office since that time?

Answer. Yes, sir; constantly.

Question. In what business were you engaged before that time?

Answer. I was a clerk in the assay office, and acting surveyor in New York.

Question. Had you a partner in your business as a surveyor of the city?

Answer. Yes, sir.

Question. Has that partnership continued since you have been in the navy yard?

Answer. Nominally; but I have never attended to the business. I may add that I was one of the assistants also upon the Central Park up to November, 1857, subsequent to my appointment.

Question. How much of your personal attention did you give to that business after you were appointed?

Answer. Latterly I was not obliged to give any, because the surveys had been completed, and I was permitted to employ assistance to do the work, paying the money out of my own pocket. There was no appropriation made for this work, and we did it with the expectation of getting one; I made the advances out of my own pocket. I had three or four gentlemen employed to do the work. I had laid out the survey. The only thing that I was required to do was to overlook the maps as they were handed in, and see that they were correct.

Question. Are you a regularly educated scientific engineer and surveyor?

Answer. I have never served any time at a military academy. I have been a student of engineering for six years. I was formerly in the naval service, where I received my mathematical education.

Question. Are you able to draw plans?

Answer. Yes, sir.

Question. What is the business of Mr. Hastings?

Answer. Mr. Hastings is nominally my assistant.

Question. What does he do?

Answer. Really I do not know what he does. I scarcely ever see him; sometimes not for a month at a time. He has been retained there in opposition to my wishes. I have demanded his removal, but I have never been able to accomplish it.

Question. What is his salary?

Answer. \$1,500 a year.

Question. You say he does very little service?

Answer. Very little; he is in the yard every day. He inspects the various articles that are brought in. I have never attended to that business.

Question. Who draws the plans for continuing the work?

Answer. Mr. Lee is the draughtsman. Mr. Lee has attended to all the duties of an assistant ever since I have been there.

Question. Is it the practice of the yard for those at the head of the different branches or business to purchase the articles you want?

Answer. Occasionally open purchases are made when the articles are not upon the contracts. If any merchandise or any timber is required, a requisition is made out, and the navy agent purchases it.

Question. Does the navy agent or the master workman make the purchases?

Answer. The navy agent in my case. I have never made a purchase since I have been in the New York yard.

Question. Do you know the practice of other heads of departments, the naval constructor and the master workmen?

Answer. I think the master workmen, the naval constructor, and the chief engineer of the yard, sometimes make purchases.

Question. When articles are purchased for your department who makes the purchase?

Answer. The navy agent.

Question. You say that Mr. Hastings is an inspecting officer; is it his duty to look into the quality of articles purchased?

Answer. Yes, sir; but if they are required by the master mason for his department he also inspects; the master carpenter also inspects the timber for his department, &c.

Question. How often are you there in the yard?

Answer. Every day of my life when I am in health, or when absent as I am now. I do not think I am out of the yard ten days in the year?

Question. How many hours of the day do you usually spend there?

Answer. From four and a half to five hours, sometimes more. I usually reach the office by ten o'clock or a little after, and remain until three or half-past three. All my duties are not performed at the yard. Occasionally I do work out of my office. My office at the navy yard is a kind of a rendezvous; I have no library there, and consequently I should not be able to prosecute my studies.

Question. You devote so many hours in the yard, and also perform some of the duties of your official position at your own house?

Answer. Yes, sir; for instance, I usually devote an hour or two to study every day at home, and have done this ever since I have been in that position.

Question. Does your position make it incumbent upon you to see that the work in your branch of business is faithfully executed?

Answer. Yes, sir.

Question. Do you superintend the master workmen under you?

Answer. Yes, sir.

Question. Who are the master workmen under you?

Answer. The master mason, the master house carpenter, the master dock builder, and the master laborer. I had a master stone cutter, but I dismissed him some time ago and broke up that department. I have had a great deal of difficulty with my master workmen. I was opposed to the system of appointments when I first went there, and I have made something like forty reports to the bureau in opposition to the system. I recommended that the head of the department should have some control over the work; that he should have the selection of his own officers, in order to get persons competent to do the duties.

Question. Have complaints been made to you of incompetent men being employed under master workmen?

Answer. Yes, sir.

Question. What has been done in such cases?

Answer. Some of the men have been dismissed.

Question. By whose direction?

Answer. By my own and by that of the commandant of the yard.

Question. Have you ever permitted incompetent men to remain under your master workmen, when the fact has been brought to your knowledge that they were incompetent men, in consequence of political or any other influence?

Answer. I do not think that I have, sir.

Question. Has Mr. Sickles or any other member of Congress insisted upon your retaining incompetent men?

Answer. Never, sir; I have reported incompetent men, and endeavored to have them removed, but have been unable; I have had an excellent foreman, the foreman of the stone cutters, turned out without my signature, and against my protest, and another man put in his place.

Question. How was that done, and when?

Answer. When Commodore Kearny was in the yard, representations were made to him that the master was entitled to the office of foreman; I resisted it for a long while; but finally a requisition was taken to the commodore, and he signed it without my signature; I never recognized the man at all; I considered it an insult to myself.

Question. Did you know anything about an agreement among members of Congress to divide the master workmen among each other?

Answer. I know that was the understanding, that appointments should be distributed between the different members of Congress, but there was no proportion arranged.

Question. Have you ever received any order from the Naval Department, from the bureau, or from the Secretary, to divide them equally?

Answer. No, sir; the Secretary of the Navy has never issued such an order.

Question. Do you know anything about levying contributions upon the men for political purposes?

Answer. Not in my department; I understand that they were about doing it previous to the November election. A number of men came to me and told me it was proposed to raise something to aid in the election of Mr. Sickles and other members. I told them that so far as Mr. Sickles was concerned I knew he was opposed to it; I saw Mr. Sickles that evening and stated to him what I had said; he told me I had acted properly; no money was raised to my knowledge.

Question. Have you not yourself been instrumental in getting up contributions among the men under you?

Answer. No, sir, never, for any purpose; I never have raised a dollar since I have been in the yard.

Question. Do you know anything about subscriptions being raised to send men to Washington?

Answer. Never, in my department.

Question. Did you know of it in any other department?

Answer. No, sir, only from hearsay.

By the Chairman:

Question. You say you have turned your attention somewhat to mathematics for the last six years; are you a civil engineer?

Answer. Yes, sir.

Question. What works have you constructed or supervised the construction of?

Answer. I superintended the laying out and division of the Central Park, at New York; I was employed there for eighteen months; I have also acted as city surveyor, and have opened quite a number of streets in New York, and have widened Duane and other streets.

Question. Do you draw any distinction between the duties of a civil engineer and those of a surveyor?

Answer. Civil engineering is the higher branch; surveying is elementary, as it were.

Question. Do you call the laying out of grounds within the duties of a civil engineer?

Answer. Such work as that upon the Central Park, I do; draining it, building bridges and observatories.

Question. Have you had any part in the building of bridges and the construction of observatories?

Answer. Only laying out and making plans for them.

Question. Have you ever aided or supervised the construction of works of internal improvement?

Answer. None, sir.

Question. Or improvements in navy yards or dock yards?

Answer. Not before I went into the yard.

Question. What works were constructed under your supervision in the navy yard?

Answer. I have built three buildings since I have been there; about 200 feet of launching-ways, and 200 feet of the quay wall.

Question. Have you built any coffer dams?

Answer. No sir; I have not built one entire; I have one in the course of construction now.

Question. Had you ever performed similar duties before you went into the navy yard?

Answer. No, sir, I had not.

Question. Were you not appointed upon the recommendation of Mr. Sickles, and for him?

Answer. No, sir; not only upon his recommendation, but upon that of a number of others.

Question. Were you not regarded in the yard as his friend, and as owing your position mainly to him?

Answer. I was regarded as such; but many others concurred in the nomination—as Mr. Cochrane, Mr. Taylor, and others.

Question. Was it not understood that the heads of departments recommended persons to office for political reasons?

Answer. Yes, sir; but political influence was not the only aid which I had, for I had testimonials from some of the first engineers in the State of New York.

Question. Had you any controversy with your superior officer with regard to the launch-ways?

Answer. Yes, sir.

Question. Where did you commence their construction?

Answer. I commenced them in the ship-house.

Question. Were any of your orders countermanded by Commodore Smith?

Answer. No, sir.

Question. Was there a correspondence upon the subject?

Answer. Yes, sir.

Question. What was the purport of it?

Answer. The final order was, that I should commence where I pleased; but, in his opinion, the outer terminus was the proper place to commence.

Question. Were you not told that you would be held responsible for it?

Answer. Yes, sir; and that responsibility I am ready to take. I think it can be proved by ninety-nine engineers out of one hundred that I was correct.

Question. Had you any correspondence with Commodore Rootes with regard to allowing men to be excused from the roll-call?

Answer. Yes, sir.

Question. State how common that practice was of allowing men to be excused from the roll-call?

Answer. Captain Rootes forgot that when he signed all those papers it was stated in them that the men should be excused from muster. I requested that Mr. So-and-so should be appointed dock builder, and that he should be excused from muster. He assented to this as soon as the matter was brought to his attention, having forgotten that he had authorized it.

Question. Why were the men excused from muster?

Answer. Because they were engaged at a considerable distance from the yard, and it would be inconvenient for them to meet at the muster office.

Question. How many men were excused from muster in your department in February, 1858?

Answer. I think about twelve or fifteen.

Question. Was there any check to show that these men were engaged in the public business?

Answer. Yes, sir; the duties of these men were these: They were rated as dock builders and masons, because that had been the custom of the yard. They were in reality inspectors. We were receiving large quantities of earth—ten or twelve thousand cubic yards per week. These men remained on duty, spelling each other, from five o'clock in the morning until seven in the evening, receiving the earth, and an assistant engineer reported their time to me. There were two inspectors at each dock at the time.

Question. Did you know any frauds to be committed in filling in that earth?

Answer. Enormous frauds were perpetrated before I took charge of it; but a short time afterwards I broke up the system and adopted the system of inspectors, which I believe put an end to the frauds.

Question. To what extent did the frauds go?

Answer. It is hard to tell. The system then was this: A number of tickets were issued for loads of gravel and loads of stone, worth from nine to thirty-four cents each. They were lying in the office in large quantities, and only required for use the signature of an irresponsible clerk. These tickets were given to the inspectors to deliver to those bringing the earth. They passed current in the groggeries in the neighborhood, just as money would. The inspectors could give two tickets for one to the contractors if they felt disposed.

Question. To what extent, as near as you could ascertain, was this fraud carried?

Answer. I have no idea. It was broken up very shortly after I went there. Afterwards a demand was made upon the government of about \$2,500, which I succeeded in defeating. It was referred to a board at my suggestion, and the board reported unfavorably.

Question. Were you not in the habit, with the men in your department, of attending political meetings during the last election during working hours?

Answer. No, sir; I have been with them at other times.

Question. When?

Answer. After hours at night. The men were not obliged to go; I requested them to go occasionally to our meetings.

Question. How many master workmen were under your supervision at that time?

Answer. Five—master mason, master house carpenter, master dock builder, master stone cutter, and master laborer.

Question. About how many men were employed by those masters?

Answer. I presume about six hundred men.

Question. Were any of those men selected by you?

Answer. Yes, sir.

Question. What proportion of them?

Answer. I do not know exactly what proportion. I never selected any men for myself. Members of Congress made application to me to

put men on; Mr. Sickles, for instance, Mr. Cochrane, and others would ask me, and I have endeavored to do so.

Question. What proportion of the men were appointed by you, and what proportion by the master workmen?

Answer. That I could not tell. I presume that I selected one-sixth of the men. They were put on at my solicitation; but none for any service to me.

Question. You applied to the master workmen, and they appointed the men?

Answer. Yes, sir. When I first went to the yard the constructing engineer had the power of appointment entirely, and that is still believed to be the case very generally in New York. Persons would apply to me just as they were in the habit of applying to my predecessor; and when an application was made which I thought particularly deserving, I would send to the master workmen and request them to put the man on. I never put them on when the department had not decided that their services were necessary.

Question. You presume that you selected about one hundred of these men?

Answer. Yes, sir; there may have been one hundred.

Question. Had you any conversation with Commodore Rootes at any time?

Answer. I had, sir.

Question. Did you know what led to his removal?

Answer. No, sir.

Question. Did you not know that complaints were made that he interfered with the number of men in the yard, or with the increase of the number of men in the yard?

Answer. I do not know that I heard that he was removed because he complained of the number of men who were taken on; but I heard he was removed on account of his interference with the men in other departments besides his own.

Question. Do you not know the cause of his removal?

Answer. That was understood to be the cause of his removal. He was exceedingly unpopular, and a number of applications were undoubtedly made to the Secretary to have him removed.

Question. Do you not know that he was removed on account of his endeavor to prevent the yard from being unnecessarily packed with men?

Answer. No, sir; I do not. I never had any conversation with Captain Rootes upon the subject, and I never heard it from anybody else. I had a correspondence with Captain Rootes, and was always on the most friendly terms with him.

Question. What was the course adopted when you bought articles on open purchase?

Answer. A requisition was made out, signed by me, signed by the commodore, and sent to the navy agent. In only one or two instances have I requested that the articles should be purchased of a particular person—in purchasing some timber, and in purchasing some pipes for draining. If I wished to purchase anything of any magnitude I always wrote to the commodore requesting the permission of the

bureau to make the purchase. I did this because I knew that I was no favorite, and was determined to take care of myself?

Question. What do you mean by taking care of yourself?

Answer. I mean that I knew from Commodore Smith's manner to me that he was not my friend, but was anxious to have me removed. I knew that Mr. Hastings was anxious to be my successor; that he was very anxious to have me removed in order to receive my place, and I was always very cautious. I have never meddled with any money matters since I have been in the yard.

Question. Do you not know that the master workmen are in the habit of making purchases upon their own requisitions?

Answer. No, sir; the masters in my department make requisitions, which, after approval by me, are sent to the commodore for his sanction.

Question. Do you not know that the master workmen have then gone and made the purchases?

Answer. Yes, sir; in some instances.

Question. In that case is there any check to prevent collusion between the master workman and the person of whom he obtains the goods?

Answer. I presume the navy agent is a check. If a bill was presented to him which appeared excessive he would not sign it. I have withheld my signature often from bills for that reason.

Question. How frequently?

Answer. I have done it several times, insisting upon a reduction in the price.

Question. When articles were purchased by the master workmen themselves, was the price generally higher or lower than the regular price?

Answer. The only masters who have ever made any purchases in my department were Messrs. Cohane and Sturgiss. I believe them both to be highly honorable men; I never questioned anything they did.

Question. What bills were they that you rejected then?

Answer. A bill for timber in one instance; and recently, within two or three months, I have rejected several bills which I regarded as excessive.

Question. From whom were the purchases made?

Answer. The first was from Wesley Smith, of New York, who furnished some lumber at a price I considered excessive and which he reduced in consequence of my objections; the other was from Mr. Brown, who furnished some timber on open purchase; I thought the price he asked for $1\frac{3}{4}$ -inch yellow pine stuff excessive, and I withheld my signature.

Question. Was it your duty to look to the price?

Answer. I regard it so when it is excessive.

Question. When the requisition is made upon the navy agent, and the article comes in in that way?

Answer. Yes, sir; Mr. Brown has a contract for the present year with the New York yard; we wanted a heavy floor for the store; the first floor was $1\frac{1}{4}$ inches and too thin, and we thought that $1\frac{3}{4}$ or 2

inches would be better ; so we entered into an agreement with Mr. Simpson, the agent of Mr. Brown, that if we took this two-inch stuff, he should not send on the $1\frac{1}{2}$ -inch stuff contracted for ; he charged in New York the market price and nothing more than that for that floor, and the floor was sent in ; the $1\frac{1}{4}$ -inch stuff in the contract will not be sent in.

Question. You state that you know that Commodore Smith was not friendly to you ; do you know the reason of that ?

Answer, I believe, sir, that it was because he failed in having his own engineer appointed ; he desired Mr. Brown, of Norfolk, to be appointed there.

Question. Did not Commodore Smith, to your knowledge, state that his objection to you was, that you had had no experience as a constructing engineer ?

Answer. Yes, sir.

Question. And that you were appointed simply for political reasons ?

Answer. No, sir ; Commodore Smith never attempted to ascertain whether I was competent or not ; he was actuated entirely by prejudice ; when I first went there and offered him my hand, as a gentleman would to another, he turned his back upon me.

Question. When was that ?

Answer. Since I have been appointed ; within a year or eighteen months.

Question. What led to these unfriendly relations ?

Answer. I am not aware excepting that I succeeded in getting this place and demanded the removal of my assistant ; when I went there I considered him a competent, worthy, and honest man ; but I found reason to alter my opinion and demanded his removal.

Question. Upon what ground ?

Answer. Upon the ground of inefficiency, and I had reason to believe that he was not honest ; I wrote a letter to the department demanding his removal, and when that was refused I tendered my resignation to the Secretary of the Navy, which he could have accepted ; I have resigned twice since I have been there.

Question. Is there any other fact within your knowledge throwing light upon abuses in the navy yard ?

Answer. No, sir ; the only thing I have ever objected to is the system of appointment ; I do not believe in allowing irresponsible persons to select their own men ; I think they should be appointed by the officers who are responsible for the expenditures.

Question. What per centage of cost should you think could be saved by placing the selection of workmen and master workmen in the hands of a disinterested person, who should have power to select competent men without regard to political or other influences ? What per centage of the aggregate expenditure could be saved ?

Answer. I think at least 25 per cent.

By Mr. Bocock :

Question. Did you have any correspondence with Commodore Kearny with relation to the appointment of men ?

Answer. Yes, sir.

Question. What was the nature of that correspondence ?

Answer. I was always endeavoring to have the power taken from the masters; I have given my reasons.

By the Chairman:

Question. Did you write the letter now shown you?

[See Appendix to this deposition.]

Answer. Yes, sir.

By Mr. Ready:

Question. How often have you been absent from your duties?

Answer. I have been to Washington twice since my appointment; I have never attended to any other business since I have been in the yard; I have been in my own office, where my name is still up, but twice during the last year; every particle of my business was transferred to the gentleman who was my assistant formerly, and who is now nominally my partner.

Question. What was your business previous to your going to the navy yard?

Answer. Clerk of the assay office and city surveyor at the same time; the latter was not an office but a profession, and I attended to my business as surveyor after office hours; I had ample time after 3 o'clock; I may add that I live four miles from the navy yard, and it takes an hour or an hour and a half to go there and to return; I never leave the yard except on duty; and I never go out between 12 and 1 o'clock.

By Mr. Bocock:

Question. Did you and Mr. Cohane have any controversy about the appointment of men in his department?

Answer. Yes, sir.

Question. What was that? when was it?

Answer. It was before the last circular giving the masters the selection of their men; I resisted that practice; the correspondence was upon that subject; I contended that the Secretary did not desire that practice to extend to my department; and when I found that he did I withdrew my opposition, and Mr. Cohane always selected his men; I have a letter here from him to that effect.

[See Appendix to this deposition]

Question. In your opposition to the plan of masters having the appointment of the men under them, did you ever bring the subject to the attention of the Secretary of the Navy himself?

Answer. No, sir; my correspondence was with the commandant, as my superior officer, and was intended to be forwarded to the chief of the bureau; I wrote so many letters upon this subject that finally the commandant of the yard received a request from Commodore Smith that no more complaints of mine should be forwarded.

By the Chairman:

Question. Who employed the pattern makers?

Answer. Mr. Gay did; he was the chief engineer in the service, and was putting up truss beams, which I contended, and which Mr. Cohane contended, belonged to my department. It was a matter which Captain Rootes might have settled at once; but he referred everything to the bureau; he was unwilling to take any responsibility.

FEBRUARY 15, 1859.

CHARLES K. GRAHAM recalled.

By Mr. Boccock:

Question. Did you last fall, or at any other time, have more men employed under you than you could profitably employ?

Answer. No, sir, I never have; I never increased the force beyond the limit I assigned, excepting upon one occasion, the case of the carpenters; I supposed we had work for about fifty carpenters; after many importunities I increased the number to ten more; but in order to keep down the number I directed that only fifty should be mustered each day; of course the other ten would receive no pay. I had the most pressing importunities to put on still others, but I would not put on any more; in the winter we very frequently have fifty laborers on the roll, and the master is directed to muster only one-half or one-third of them, if there is only work for so many, and the others remain out and receive no compensation.

Question. Is it ever the case that they are released from duty and yet receive pay?

Answer. Never, sir; whenever a man goes out of the yard he is obliged to check himself for the time he is absent.

Question. What other explanation or statement have you to make in relation to the matters upon which you have been examined?

Answer. The taking up of the old launching-ways, composed of timber, was not commenced till the fall, and when the task was completed it was too late to use the diving-bell, as its use, advantageously, is confined to the summer months, say from April to September.

The inclemency of the weather during the winter months precluded the possibility of the continuance of the work in the open air, but inside the ship-house the force employed could work steadily and with efficiency. For this reason I commenced the work upon the shore end of the ways, the final completion of the ways not being dependent upon the place where the work was commenced.

I was also, in this course, influenced by the fact that, if any emergency should require the building of a ship, the ways in the house *must* be previously constructed, whilst, to launch her, temporary ways could be laid outside. This was impressed upon my attention from the fact that it was generally believed that *two* of the ships ordered by Congress would be built at the Brooklyn yard, and the faithful discharge of my duty required that everything should be in readiness to complete the order.

On the opening of spring the construction of the ways at the outer terminus commenced, using the diving-bell, but the obstructions unexpectedly met with, (see my letter of November 6, 1857,) were so great, and the expense of the bell so heavy, that I deemed it advisable to dispense with the use of so cumbersome an instrument, except in the only case when really useful, that is merely as an auxiliary. Gun-powder was successfully used at such times as the officers of the yard would permit.

Fearing that, from the slow progress made with the bell, the season would pass without the completion of the work, I took the responsibility to construct a coffer dam, as the result of a deliberately formed opinion, and in the discretion allowed to me by the bureau to

the commandant and the "skill of the civil engineer." In this connexion it may not be inappropriate to say that I have ever considered that it would be unsafe, in a high degree, to trust the shifting pressure of a vessel to masonry constructed by a bell.

I took no part in the removal of Captain Rootes; I entertained for him, personally, feelings of kindness, though I did at times object to his administration of his executive duties.

After repeated communications to the commandant of the yard in relation to the extravagance and inefficiency of the stone cutters department, I felt it to be my duty to abolish it, which I did. My official correspondence will more fully explain this matter.

Is he competent, has been the motto I have used; and I have at all times instructed the masters to report to me, at once, any case of neglect of duty or incompetency of the men; for while, as a matter of course, I would appoint men of similar political faith with myself, that faith alone has in no single instance been a shield for ignorance and idleness; my duties to the government were higher than my obligations to party.

The following gentlemen endorsed my application, viz: Hon. John Cochrane, H. F. Clark, John B. Haskin, George Taylor, D. E. Sickles, Elijah Ward, and John A. Searing. Messrs. Searing, Sickles, Haskin, and Clark, accompanied me to the Secretary of the Navy.

CHARLES K. GRAHAM.

CONSTRUCTING ENGINEER'S OFFICE,
Navy Yard, New York, December 4, 1858.

DEAR SIR: I received a note from you a few days ago (which has been mislaid) stating that you had been informed that I had given directions to the masters attached to this department not to appoint any men from your district on your recommendation, and desiring to know whether such a statement was correct. In reply, you are informed that no such instructions have ever been given by me; and as you are aware that the masters have the selection of their own men, if I had interfered in the matter I would probably not only have been insulted for my officiousness, but also reported to the department for usurpation.

Your obedient servant,

CHARLES K. GRAHAM.

Hon. HORACE F. CLARK.

CONSTRUCTING ENGINEER'S OFFICE,
Navy Yard, New York, October 9, 1857.

SIR: In answer to your inquiry as to the selection of workmen under me, I am pleased to state that since I received the circular bearing on that point issued from the chief of Bureau of Yards and Docks, and dated July 8, 1857, my recommendations for the employment and dismissal of men have been invariably approved by you.

Yours, respectfully,

L. COHANE, *Master Carpenter.*

CHAS. K. GRAHAM, Esq., *Constructing Engineer.*

NOVEMBER 6, 1857.

SIR: In the report of Messrs. Sanger, Brown, and Murphy, of date June 21, 1856, in alluding to the proper method of laying the launching-ways in ship-house No. 2, the use of a diving-bell was recommended, and the work of tearing up the old timbers has commenced, with the understanding that such was to be the course of procedure in the reconstruction. I am inclined to believe, however, that this conclusion was arrived at without considering the impediments existing in the old works, which, as far as the ways themselves are concerned, would render the working of a bell almost impossible, or at any rate, by its tediousness, very expensive. Two-thirds of the work, both of the ways and the ship walls, will be in water too shallow for a bell, and the old piles which are mostly sound, (and when cut to the necessary depth may remain to form the new foundation,) are so thick that the necessary excavation for lowering the ways cannot be proceeded with conveniently without the construction of a dam and the pumping out of the water.

The construction of a projecting pier at the northeast corner of the ship could alone be satisfactorily accomplished by the diving-bell. I believe, however, in view of the amount of work to be done under water, and the peculiar nature of it, that much the most economical way would be to build a dam, which, if done immediately, would afford facility for pushing the work ahead during the winter. The depth of water will require square piles, and of these there are about enough on the schedule, while for puddling the stiff, tenacious mud dredged from the channel, which is in fact clay, may be used to advantage.

I respectfully offer this suggestion to the consideration of the bureau, and enclose a tracing of the proposed work, which will, together with what I have said, explain the advantage of the dam and the advisability of adopting it.

The cost of such a dam would be from \$8,000 to \$10,000; but as the piles could be used again for the ship-house, the actual cost would be only the half of this estimate.

Respectfully, your obedient servant,

CHARLES K. GRAHAM.

Commodore L. KEARNY,
Commandant.

NEW YORK, November 20, 1858.

DEAR SIR: It is represented to me that you have directed the masters in the yard not to employ any persons upon my recommendation.

Will you be kind enough to inform me by letter whether the statement thus made to me is reliable?

Yours, very truly,

H. F. CLARK.

CHARLES K. GRAHAM, Esq.

No. 81.—BENJAMIN F. DELANO, BROOKLYN NAVY YARD.

FEBRUARY 14, 1859.

BENJAMIN F. DELANO called and examined.

By Mr. Bocock:

Question. What is your official position under the government?

Answer. Naval constructor in the Brooklyn navy yard.

Question. How long have you been acquainted with that yard?

Answer. I was appointed there this time in 1850; I have been more or less acquainted with the yard since 1826, for I served my apprenticeship there.

Question. What changes for better or for the worse have taken place in the management of the affairs of the Brooklyn navy yard since you have been acquainted with it?

Answer. I have been employed in the navy yards for 25 years, and I think the plan of selecting the master workmen which prevails in the yards now is not so good as it was in former times. Then, when a master workman was required, the naval constructor would select the proper individual, with the commandant of the station, who was always, and who always should be, consulted in these matters, and they would appoint him with the sanction, of course, of the powers at Washington. This master, thus appointed, was retained during good behavior; he was, in other words, subject to the naval constructor, who was the head of the mechanical part of the navy yard. And I wish to observe here that, in my opinion, a change in the present discipline of the mechanical department of the navy yard could be advantageously made. The system of having so many departments independent of each other and not subject to one head is a bad one. Let there be one mechanical head, and let everything connected with his department emanate from him, through the commodore. I think such a plan as that would make a very material difference in the way in which business is conducted and the cost of your ships, your houses, and your docks.

Question. Who would superintend the working of the subordinate mechanics, if there were no masters?

Answer. I do not say that there should be no masters, but that they should be under the control of the mechanical head, whoever he is, and subservient to him. I say that the commodore of the station, with his proper officer, should have the power to change these masters when they do not conduct themselves as they should, subject to the approval of the department.

Question. Suppose a master workman should not conduct himself as he should now, what do you do under the custom that now prevails?

Answer. All the master workmen that have been appointed of late have been appointed without the knowledge of the naval constructor or the commandant of the station, except during the last year and a

half, when there has been an examination. I mean that these masters should be selected by the mechanical head and the commandant of the station, and examined by any board that he may chose to select for that purpose, and let them know at the same time that they are to be under the control of the officers of the yard.

Question. Under the system that prevails now, suppose a master workman does not do his duty; what is your duty in the premises?

Answer. To report him, I suppose.

Question. To whom?

Answer. To the commandant of the yard.

Question. The opinion you have expressed is in regard to the proper way of appointing those men; have you been heretofore consulted in reference to the appointment of master workmen under you in the yard?

Answer. No, sir; nor in the appointment of the workmen, except the number to be employed.

Question. When a master workman makes a requisition for the appointment of new men, and makes out the list he wishes selected, is not that list submitted to you?

Answer. Always.

Question. Suppose you do not approve the selection which the master has made; does the submission of the list to you give you the right to approve or disapprove the number of the men and their qualifications?

Answer. It gives me the right to disapprove of it. In carrying on the work of the yard, when I think there is any necessity for it, I direct the master to take on a certain number of men. I do not name these men myself. I invariably tell them to take on the best workmen—those who know how to work. They have, by authority, the selection of the men, subject to the approval of their chiefs.

Question. What change could properly be made in turning out these master workmen and the men under them? Would you have them put solely under the control of the mechanical head you speak of, without the approval of the commandant or the bureau?

Answer. No, sir; I think all business of that sort should be done through the commandant. I have always found those gentlemen ready and willing to act with the constructors; they have left many things of that sort to their judgment and opinion.

Question. Do you know anything about incompetent men having been employed and kept in the yard by any of the master workmen?

Answer. I do not.

Question. Is Mr. Merrifield a master workman under you?

Answer. Yes, sir.

Question. Has he complained to you that he had incompetent men under him?

Answer. No, sir; he has made no complaints. There have been several instances where he has discharged men for incompetency. He brought them before me, and they were dismissed forthwith.

Question. By whom were they dismissed?

Answer. Through me; the commodore approves of all requisitions for the taking on or the discharging of men.

Question. Now, do you not practically discharge the men in the yard just when you choose? And if you find out that a workman is incompetent, do you not practically discharge him?

Answer. Yes, sir; I have always directed the master to discharge them when they have been complained of. I have stated to some of the master workmen, when I have been watching how their men were working, that such a person was not worth the wages he was receiving, and that he must be reduced. The master workmen have invariably done so when I have directed it to be done.

Question. Have the master workmen under you recently proved themselves efficient?

Answer. They have not all been so efficient as I could wish.

Question. Can you mention particular persons?

Answer. I do not know that I can particularly. There are several who have not done as I would wish them to do; who have not been so attentive to their business as I would have made them to be if they had been subject more particularly to my control.

Question. Could you not report them?

Answer. I have repeatedly mentioned cases of neglect to the officers of the yard, and they have stated to me that I must report them; that is, in relation to the men leaving the yard; they must be reprimanded and not allowed to leave the yard. I have told the commandant that that was a police regulation with which I had nothing to do. My business was an active one in all portions of the yard, and I have nothing to do with who goes out or who comes into the yard.

Question. Is it not your business to superintend these master workmen and see that they work properly?

Answer. Yes, sir; all their work should come under me.

Question. Have any of them been in the habit of going off and neglecting their business?

Answer. There have been instances of it.

Question. Can you speak of it as a general custom?

Answer. No, sir; two-thirds of the master workmen there have been very attentive to their business, and have been constantly there. I know it, because I have been there myself, and though I perhaps should not so say, still I have given my whole time to the business of the navy yard. I know that two-thirds of the master workmen are always at their posts, and are very good men. There are exceptions, who, had they been placed more particularly under the control of the commandant and the naval constructor, would probably have been more attentive to their business.

Question. If you have, through the commandant, practically exercised the power of dismissal, what more could you have done?

Answer. Their appointments come from sources which I could not interfere with.

Question. By what influences have their appointments been c-tated?

Answer. I do not know.

Question. Political or not?

Answer. I really do not know; I am not a politician myself, and I do not know anything about it.

Question. How far have political influences determined the appointment of master workmen in the navy yard?

Answer. I could not say, for I do not know. I know that previous to a year and a half ago, when we were directed to examine them, they were sent there and appointed as master workmen at once.

Question. How long had that previous custom of appointing master workmen prevailed in the yard?

Answer. I do not know positively; some fifteen or twenty years.

Question. Does this custom of examination generally prevail now?

Answer. It has been so in New York about a year and a half; but all the master workmen there have not been subjected to an examination. There is a master workman there, a very worthy man, who has been there thirty years; an exceedingly fine man.

Question. Who is he?

Answer. Our master cooper; he is an excellent man and master of his business.

Question. Has he taken any part in politics?

Answer. Not to my knowledge.

Question. When was this custom of subjecting master workmen to an examination instituted in this yard?

Answer. About a year and a half ago.

Question. Who are the examiners?

Answer. The executive officers of the yard; that is, the commander, the naval constructor, and the civil engineer. There are two master workmen in my particular department who have been examined, and eight of them have not been.

Question. Why were not those eight examined?

Answer. They were there before this order was given. All who have been appointed since that time have had to undergo this examination. There have been other master workmen examined in the constructing engineer's department.

Question. Has every master workman appointed there since this order was given been subjected to this examination?

Answer. Yes, sir.

Question. Do you make a pretty rigid examination?

Answer. Yes, sir; I think so.

Question. Then no master workman who is incompetent to discharge the duties of his office can be appointed while this regulation is in existence?

Answer. If the board do their duty he cannot. However, there is one other thing that has a bearing upon this subject. These persons who are examined by us are sent to us for examination. Now, it

would be very much better for us if we could select a man whom we know to be a good workman, and who has worked for years in a naval establishment, without being forced to confine our choice to those who are sent to us by others. Let us make master workmen of those we know, rather than have a perfect stranger come to us who may, perhaps, be mechanically qualified and not morally so; which, in my judgment, should be taken into consideration with his other qualities.

Question. When you make an examination of a man, do you merely inquire in regard to his mechanical skill, or do you inquire into his personal character for integrity and honesty—his standing as a man?

Answer. I drew up a certain set of questions, some twenty or thirty of them—as many as I saw proper to ask—which, when answered, embrace a kind of history of the man. Then I examine him mechanically by asking him questions, and requiring him to make illustrations upon the black-board, in order to see if he understands his business. But we have never sent for persons or papers to know how he stood in the community.

Question. By whom are these men sent to you to be examined?

Answer. By the commandant of the station. I cannot answer that further, though I suppose they were from Washington.

Question. Do you mean to say that the men are sent from Washington, or that the orders for their examination are sent from Washington?

Answer. No, sir; the order emanates from Washington to examine such an individual in reference to his being made master of such a department. We have not passed all we have examined; we have condemned some.

Question. Have any men that you have condemned been forced upon you by political or other influence? Have you been forced to appoint a man as a master after you have condemned him upon an examination?

Answer. No, sir.

Question. Do you know of any cases in which political influences have required the continuance in place of incompetent men under the masters?

Answer. I do not.

By Mr. Ritchie:

Question. Has any person a right to be examined—to present himself before this board for examination—except persons whose names are sent on from Washington, with directions to be examined?

Answer. No, sir; no person has been examined except under orders to examine him.

By Mr. Bocock:

Question. Have you been directing the building of some launching-ways during the last year or so?

Answer. There have been launching-ways building at the yard under the supervision of the constructing engineer.

Question. Mr. Graham?

Answer. Yes, sir.

Question. Are you able to speak of that work; to state whether it is good or not?

Answer. I made the original design myself, and it is being built after that, so far as inclination and size are concerned. It was commenced last year, and is not completed yet, as it is a work of considerable magnitude.

Question. What do you say of the character of the work, and the skill with which it is being done?

Answer. It is good, solid, strong. I should not be afraid to put the biggest ship upon it that ever was built, so far as it has gone.

Question. Has Mr. Graham fully discharged all his duties satisfactorily in regard to that work?

Answer. I have taken no note or survey of his work. I merely see it as I pass by it. The work has certainly been constructed very permanently and solidly as far as it has progressed.

Question. Do you know how far Mr. Graham has control of that work?

Answer. I know that he is the head of that department, and that it is being built under his supervision. It is an affair that I am particularly interested in. It is to build ships upon, which is my *business*; and having made the design, I have taken pains to talk with Mr. Graham upon the subject, so as to get it done in the most permanent manner. I do not see, myself, wherein he has not carried the work on properly. There is a difficulty at the lower end about making the work permanent. He has talked with me upon the subject, and my advice was that there should be a coffer-dam built there to enclose the whole of it, so that he might build the work properly. I advised this because the ground is soft there, and it is important to have a solid and permanent foundation. I see that Mr. Graham is following my advice. The work commenced at the upper end of the ways, or rather is being carried on there, for it could not be carried on economically at the lower end at this season of the year. And I advised him to commence the lower part in the spring or summer. The other part he could build economically in the winter season.

Question. Are you able to speak, of your own knowledge, of Mr. Graham's efficiency in his department?

Answer. I am not.

Question. Is the master painter in your department?

Answer. He is.

Question. How does he discharge his duties?

Answer. He has not been there a great while—nearly a year, perhaps. There is not so much energy about him as I should like to see. But his work is done and the duty is discharged very well, so far as painting ships is concerned.

Question. Do you know anything about the loss of paint from the navy yard?

Answer. Only from hearsay, and that within a day or two. The master painter requires all his material through me; that is, he makes a requisition for it through me.

Question. When it passes from your keeping into his hands do you keep a supervision over it?

Answer. As much as I can. I know about what it would cost to paint a ship; for I can refer to the accounts of other ships which have been painted, and if I should find any discrepancy I should want to know where the paint had gone to. When the painting is similar there would be no great variation.

Question. Then a master painter who was a rough, careless man, might destroy a small portion of the paint; but if it was a large portion you would be likely to discover it?

Answer. Yes, sir. The painter estimates that he will want so much paint for the ship. He makes to me a monthly return of what he has expended, and when the whole is done I can tell whether the amount is much out of the way or not.

Question. Did you ever hear of the loss of a keg of zinc, 100 pounds, from the yard?

Answer. I never have until within a day or two; I heard here that there had been a loss of some paint. They are very particular at the yard, under regulations of the commandant of the station, about allowing articles to be passed out of the yard. I do not know how they could get it out very well, without it was passed out by the proper officer. Nothing goes out without a pass, and workmen are sometimes examined, where there is any suspicion, in order to see if they have any articles secreted about them.

By Mr. Ready:

Question. Could not articles like this keg of paint be put on board some water craft, and carried off in that way?

Answer. I do not see how it could be done very well. There are watchmen all around the wharves at the navy yard, about every fifteen hundred feet, and all within sight of one another; still it might be done.

By Mr. Bocock:

Question. Has there been a surplus number of men in your department during the last year?

Answer. No, sir.

Question. Have you had work for all the men in your department?

Answer. I have.

Question. Were they well employed?

Answer. I think so, and I think we have the work to show for it. We have repaired—some vessels slightly and others thoroughly, some repairs being very heavy—about 12 or 15 different vessels during this last year in the yard; we are building one new one, and we almost rebuilt the St. Louis last summer. There were very extensive repairs upon the San Jacinto, which are now pretty well completed. Last summer we had a great many men at work, more than I have had since; in winter I reduce the number of men, and intend that the number shall agree with the amount of work which is in progress.

Question. Was there any considerable number of men added to the yard just before the election?

Answer. In my department I had more men in September than

about election times. I heard before I came on here that there had been some such intimation as that, and I took the following list from the rolls in my department before I started to come on here:

Memorandum showing the number of men employed under the naval constructor on August 1 and November 1, 1858, and February 1, 1859.

Departments.	August 1, 1858.	November 1, 1858.	February 1, 1859.
Ship carpenters, &c.-----	234	261	292
Smiths -----	129	135	115
Joiners -----	162	139	106
Calkers -----	141	87	144
Mast makers -----	27	27	27
Painters -----	80	74	39
Boat builders -----	33	35	32
Coopers -----	20	20	20
Block makers -----	30	32	31
Gun-carriage makers -----	23	15	11
Saw mill -----	43	59	58
Timber inspector's laborers -----	111	116	86
	1,033	1,000	961

So far as I am concerned, I have always made it a point to take on men when they were required for the work ordered; who the men were I have had nothing to do with. All there was about it was, that they were subject to my approval. The selecting and appointing of the men were with the masters, which is all very proper, only I think the regulation ought not to say that they *shall* have that power. Sometimes I could recommend good workmen myself—I could do so now—but the masters might not take them; they would probably prefer to make their own selections. If I object to the selections they make, I can check them off; but, as a general thing, I do not do it, because I do not wish to make trouble. If the master blacksmith wants half a dozen hands, I tell him to go and get them, because he is the best judge about them, and ought to be allowed to choose. But still I think there should be a check where there is now none.

Question. Do you keep all the men in your department in good employ?

Answer. Yes, sir. I will say this about the number of men in my department: there may have been some departments which were increased when we got to work upon the new vessel; but in the aggregate there were more workmen in August last than now under my charge, or since that month.

By Mr. Ritchie:

Question. What proportion do the men in your department bear to the whole number in the yard?

Answer. I think nearly one-half. There were 2,500 men at work in the navy yard last fall, and I had 1,003, not quite one-half, at that time; but generally I think it is about that.

By Mr. Bocock:

Question. Were all the others under Mr. Graham?

Answer. Not all of them. The common laborers of the yard are not under him; they are under a master laborer and the officers of the yard more particularly. I have nothing to do with them, only that the object upon which they are to work is assigned from my office. The work of the others are under Mr. Graham. There are some under the ordnance officer, and some in the department of provisions and clothing. Hence I say that there are so many departments in the navy yard that it makes confusion; to do away with which there should be but one mechanical head.

Question. Do you mean that Mr. Graham's business and yours should all be under one head?

Answer. I think it should. I do not wish the place, I am sure, though formerly I had it all under my charge until 1852. I know that other naval constructors, Mr. Hart and Mr. Grice, did all this work for twenty years. I look at the navy yard as a gentleman who was doing a large business in a private establishment would look at that. He would hardly have a certain number of heads all equal, as it is in the navy yard. I refer particularly to these heads of departments, not master workmen; for instance, the blacksmith under me does work for all the other departments, and all the other departments do work for me, but I have no control over their men; that, I think, is all wrong. The finishing of my iron work, and all that sort of thing, is done under another person.

Question. Could we not arrange to get a great deal more work done for a great deal less money in our navy yards?

Answer. I think we could.

Question. How can we accomplish that?

Answer. I do not think that the naval constructors—myself, for instance—are in the position we ought to occupy. I think constructors ought to be more permanent than they are now. You are aware that there is no law for our provision when we get old—no place for us. I have known an old constructor to be turned adrift without any resources from the government when he got to be seventy or eighty years old. I think, myself, that there should be some sort of half-pay provision made for us; something that we can look to for our old age and sickness; something to make us feel, if possible, more like doing our duty while in active life. What you give us now is liberal—\$2,600 a year—and while we are in active life it supports us handsomely, but nothing more. I think there should be a half-pay provided for us when we get old and incapacitated from doing our duty, whether from sickness, or otherwise, to make us feel as though we were properly cared for.

Question. How would we be able in that way to have more work done?

Answer. In this way: I was just putting in a word for the constructors, for I wanted to say that much because I think it right, and proper, and necessary. *Personally*, I care but little about the matter, but I think it should be as I have said. I think these master work-

men should be subject entirely to the constructors; that the whole preparing and constructing of ships should be under their control entirely, with that of the commandant of the station, of course; and then I think the constructors should be held responsible for all that is done under them, for the cost of the ships built, in labor and material both. He should have the appointing power of the master workmen, so as to have the best of men at work under him.

By Mr. Ritchie:

Question. Do you think there is ever any hope of doing anything either properly or economically in the yard as long as the men are taken in and put out according to their politics, being judged by a different rule or standard of politics, even then, every four years?

Answer. I do not think that politics should ever have anything to do with the management of a navy yard. Our work in the navy yard is done more thoroughly than in outside yards; but if you want to make your ships come cheaper, let the power be given to the constructor, and hold him personally responsible for the cost of the ships. Give him the power to select the men, that he may have proper workmen upon his ships, both masters and workmen. If he has a master workman whom he has confidence in, of course he will let him select the workmen.

By Mr. Ready:

Question. And I suppose you think the constructors should not be removed at the will of the Secretary, but only upon good cause shown?

Answer. I do think so.

Question. And if there are good grounds and charges against them let them be preferred, and if proven, let them be dismissed?

Answer. Yes, sir; the same as any other officer.

Question. In other words, you would put them upon the same footing as an officer of the navy?

Answer. Yes, sir; I want to raise one corps and make them responsible. When you give us power to select the proper men and masters to do the work your ships will then be built and fitted twenty-five per cent. cheaper than now.

By the Chairman:

Question. Has your attention been particularly called to the cofferdam being built under the supervision of the constructing engineer, for the launching ways?

Answer. Yes, sir.

Question. Will that answer the purpose for which it is being built?

Answer. I have not examined it thoroughly. I notice the cofferdam, for I pass by it ten or fifteen times a day. It looks to me as though it was going on in a proper manner.

Question. In your judgment, will it answer the purpose for which it was intended?

Answer. If it is completed as it has gone on thus far, I think it will.

Question. In your judgment, should the launching ways have been commenced upon the outer or the upper part?

Answer. I think the construction of the outer or lower end of the launching way was properly commenced in the spring of the year, so that the work upon it could be done in summer, and more economically than in winter.

Question. How was it commenced?

Answer. I think that both ends were commenced about the same time.

Question. When were they commenced; in the winter?

Answer. I think they were commenced summer before last. I know they were at work upon them last winter during cold weather.

By Mr. Bocock:

Question. Is there any other point you desire to explain or to state to the committee?

Answer. I do not think of any.

Question. From your knowledge of the amount of work annually done for the United States navy in the way of construction and repairs, would it be practicable to have that work done at three or four yards at much less cost than it is now done at all the yards, and thus to dispense with several yards?

Answer. I think it could, but do not think it would be politic to dispense with any of the yards, for this reason: contingencies might arise when it would be necessary to employ the principal number of our ship artisans who are located throughout our whole extent of seaboard. Certainly we require no more navy yards.

B. F. DELANO, N. C.

No. 83.—ARTEMAS B. JONES, BROOKLYN NAVY YARD.

ARTEMAS B. JONES called and examined.

FEBRUARY 14, 1859.

By Mr. Bocock:

Question. What is your official position in the Brooklyn navy yard?

Answer. I have no official position; I am a workman under Mr. Tunner.

Question. Did you perform the duty of clerk for Mr. Turner?

Answer. I kept his books for him, attended to the getting of the material, &c.

Question. Do you know at what time it was that John White and another man there carried off some zinc paint from the yard?

Answer. There was some material carried over to the shell house; I will not be positive whether it was zinc or lead.

Question. Why was it carried there?

Answer. For the purpose of painting that building.

Question. Is that shell house over at Williamsburgh?

Answer. It is on the Williamsburgh side, but disconnected with the shore.

Question. Do you know anything about some zinc being taken from the shell house to the Williamsburgh shore?

Answer. Only from what I have heard?

Question. Do you know anything of Mr. White and Mr. Craig working for Mr. Searing?

Answer. Only that they told me they were going there for that purpose.

Question. Do you know whether they received pay for working in the yard for government while they were working for Mr. Searing?

Answer. Their time was docked off while they were there.

Question. Is the time while they were there blank upon the pay book?

Answer. Yes, sir.

Question. Have you that book here?

Answer. Yes, sir.

Question. Produce it, and show to this committee the pay accounts of Craig and White?

[Witness produced the book and showed the committee that the working days of the 2d, 3d, and 5th of July were blank, together with one-fourth of the 1st.]

Question. Do you know that this was the time they were at work for Mr. Searing?

Answer. Yes, sir; Mr. Turner spoke to me first of going off to do it, but then he had occasion for my services in the yard, and he sent Mr. White in my place.

Question. Have you taken any steps to ascertain when Mr. Turner was in Washington?

Answer. I knew he was here some time in June last. I looked at the register at Willards', and find his name there on the 9th of June. I remember distinctly of his going on; I think he started on the 8th, and returned somewhere about the 13th or 15th.

By the Chairman:

Question. Did Mr. Turner receive pay for the time he was in Washington?

Answer. Yes, sir; it is usual to give masters their time while absent, if they have leave of absence.

Question. Then, whether present or absent, if absent with the permission of the commodore, they still draw their pay?

Answer. Yes, sir.

Question. Is that the case with workmen?

Answer. No, sir; they must answer their call, or their pay is stopped.

Question. Do you know any cases where men have answered at roll-call in the morning and then absented themselves from work until the next roll-call, without complaints being made in regard to it?

Answer. That may have been, but not to my knowledge.

Question. At what time is roll-call in the morning?

Answer. An hour after sunrise.

Question. When is the next roll-call?

Answer. At noon; five minutes after the bell starts to ring.

Question. Is there any roll-call at night?

Answer. No, sir.

Question. Then if a man answers to his roll-call you do not look for him any more?

Answer. No, sir, I do not ; I have no business with him any more after that. As soon as he comes into the yard and answers his roll-call he is then under the orders of his foreman.

Question. If a man went away after roll-call would you necessarily have any knowledge of it?

Answer. No, sir ; but if it was found out that a man had left in that manner the constructor, commodore, or clerk of the yard would discharge him.

By Mr. Groesbeck :

Question. Is it difficult to leave the yard without being noticed?

Answer. Yes, sir ; there is but one entrance through which persons can come in or go out in the day time, and that leads right past the muster office.

[Recalled after Mr. Crawford testified.]

By Mr. Bocock :

Question. Do you know anything about Mr. Fitzgerald painting his house last year?

Answer. He told me he was about painting it, or a portion of it.

Question. Can you fix the time?

Answer. No, sir ; not exactly.

Question. Was it last spring, or summer, or fall?

Answer. It was some time during last summer ; I will not be positive about the time.

Question. Did Mr. Turner paint his house last year that you know of?

Answer. Not that I know of. His house is some ten or fifteen miles from the navy yard, and I would not be likely to know anything about that matter.

Question. Where does this Mr. Fitzgerald live?

Answer. In South Brooklyn, down at what they term Red Wood Point.

Question. Did Mr. Crawford come on here with you from New York?

Answer. Yes, sir.

Question. Do you know how he came to be summoned?

Answer. No, sir.

Question. How did Turner find out that Crawford knew any thing about this private matter?

Answer. Crawford was working there at the time, I suppose.

Question. How did Turner find out that Mr. Crawford knew anything about it?

Answer. It was a common report around that the thing had been done, and I suppose that Crawford stated what he knew about it?

Question. To whom did he state it?

Answer. I suppose to Mr. Turner.

Question. Do you know that he stated it to Mr. Turner?

Answer. No, sir.

Question. Were you aware that Crawford knew anything about it?

Answer. He told me.

Question. When?

Answer. Last week.

Question. Not before?

Answer. No, sir.

Question. At what time did this rumor get out that this paint had been carried off?

Answer. About the time that Mr. Fitzgerald was subpoenaed to come on here.

Question. Did you never hear of it before?

Answer. I saw Mr. Fitzgerald about three or four days before he came on here; and the next thing I heard he had a subpoena and was coming on to Washington.

By Mr. Ready:

Question. Did Crawford tell you he had ever said anything to Turner about this matter?

Answer. No, sir; he told me he knew something about it, but he did not tell me what it was.

Question. Did he say whether he had communicated it to Turner or not?

Answer. I do not think he did.

By Mr. Bocock:

Question. Did he tell you when you were coming on here what he had been summoned to prove?

Answer. No, sir.

By Mr. Ready:

Question. You knew he was coming on here as a witness?

Answer. Yes, sir.

Question. Did you talk with him about his coming on here as a witness?

Answer. Yes, sir.

Question. Did he say anything to you about this subject?

Answer. No, sir; I was in company with Mr. Vandervort, and he was with Mr. Hamilton, deputy sergeant-at-arms.

ARTEMAS B. JONES.

No. 84.—TESTIMONY OF JOHN S. CRAWFORD, BROOKLYN NAVY YARD.

FEBRUARY 14, 1859.

JOHN S. CRAWFORD called and examined.

By Mr. Bocock:

Question. Where are you employed in business?

Answer. In the painters' department in the New York navy yard.

Question. How long have you been there?

Answer. Since along in the fore part of May, 1858.

Question. Do you know anything about the carrying away of some zinc from the navy yard?

Answer. I do not know anything about the carrying away of any

zinc from the navy yard, but I was sent around to Williamsburgh to get a keg of paint to take to South Brooklyn.

Question. By whom were you sent?

Answer. By Mr. Fitzgerald, our foreman.

Question. Can you fix the time when that was?

Answer. I could not fix the time exactly, for I never took any note of it. I should think I had been there about a month or a little over a month when it transpired.

Question. Was Mr. Turner in the yard at that time?

Answer. No, sir; not for one or two days previous to that. I know that on that day he was not there.

Question. You say you were directed by Mr. Fitzgerald to get this keg of paint from Williamsburgh and carry it to South Brooklyn?

Answer. Yes, sir.

Question. Did Mr. Fitzgerald say what it was to be carried there for?

Answer. He approached me between the hours of 12 and 1 o'clock, and called me one side. I was out of the gate then. Says he, "Here, Jack, you are a pretty good sort of a fellow, I want you to do a job for me." Says I, "I will do it after muster." Says he, "I want you to do it right away." And then he went on to tell me that he wanted me to jump in the cars and go around to Williamsburg by the Washington hotel, and I would find some paint on the dock. This he wanted me to take down in the cars to Fulton street, then get out and take the Greenwood cars, go up to Hamilton avenue, and then take the Hamilton avenue cars and go down to the corner of Hamilton avenue and Van Brunt street, where there would be a man waiting to meet me. I told Mr. Fitzgerald that I had no money to ride on the cars. He put his hand in his pocket and took out a 25-cent piece and gave it to me. Says I, "You will make my muster right?" Says he, "I will after you go out." I was glad enough to get out; so after I had answered to my name I walked around and out of the gate, and went up and staid around the corner some time talking to some of my friends. I then jumped into the cars and went around by the Washington hotel, but I did not see anything there. I then went up as far as Peck Slip ferry, and staid up around there until nearly three o'clock. I then went down again and went down on the docks. There was a place of amusement there—a kind of public garden—and there was a boat-house there. I saw a bag there, and I took it up, opened the mouth of it, and saw what it was; there was a keg of paint in it; I thought it was white lead. I took it up around through the garden; there is a gate made there in the fence, and I came out of that into a vacant lot, and on out into the street. I then jumped upon the cars and went up to the corner of Van Brunt street according to directions. I waited there some ten minutes, I guess, when I found that I had a pretty heavy load for a warm day. I did not know exactly where to take it. I knew that Fitzgerald lived about there somewhere, but where I could not tell. However, I put the bag on my shoulder and walked away nearly a block, when a man came up to me. Says he, "Have you anything there for Mr. Fitzgerald?" Says I, "I believe

so." Says he, "He sent me for it." Says I, "What is it?" Says he, "It is some paint." Says I, "I guess you are the man who is to have it." I said that, when he described the thing without knowing what I had in the bag, and I was glad to get rid of it. So I made by the operation half a day's work and five cents, which I saved out of the quarter that Mr. Fitzgerald gave me, for I did not go near the navy yard that night. I asked him the next day if he had got it, and he said "Yes; don't say anything about it."

Question. Did you ever inform Mr. Turner about it?

Answer. No, sir. I knew there was a bitter hard feeling between Mr. Fitzgerald and Mr. Turner, and if I gave information of this I would slip out of work, and I did not know where to go for other work at that time as work was dull.

Question. Where does Mr. Fitzgerald live?

Answer. He lives in South Brooklyn.

Question. Close by where you delivered that paint?

Answer. I did not know at the time where he lived; but I made inquiries afterwards, and they said that he lived some eight or ten blocks from Hamilton avenue.

Question. Did you know that that was government paint when you were carrying it off?

Answer. I did not. I had my own suspicions about it afterwards. I have thought a great deal about it since; more within the last two or three weeks than before. I never gave a thought to the matter until after this committee was raised, and I heard that there had been some charges made about it.

Question. How did Mr. Turner find out that you knew anything about it?

Answer. I told Mr. White that I could be of benefit to Turner in that way.

Question. Was that the White that testified here?

Answer. Yes, sir.

Question. Did you never speak to Mr. Turner upon the subject at all?

Answer. No, sir. I thought that if I said anything to him, if he did not discharge me it would create ill feeling between Mr. Fitzgerald and myself, and be the means of my being discharged through him. I had to look out for my situation; I have a large family to support.

Question. You described the manner in which you went up through that garden round through the vacant lot into the street; did you do that to avoid being seen?

Answer. I did. Mr. Fitzgerald told me to let no one see me. I supposed it was because he did not want me to be seen out of the yard; I know that was my object in trying not to be seen; I rode out on the front of the car, and if I saw any one that I thought would recognize me I would slip into the car until we got by, so that I might not be discharged for being seen out of the yard, I getting pay at the same time.

Question. Did you not have some suspicions that it was government property that you were taking away?

Answer. Well, I did not think it was altogether right. Mr. Fitzgerald was in the yard then, the head of the shop, and I thought he knew his own business. I did not ask him any questions.

By Mr. Ready?

Question. When did you first tell Mr. White about this thing?

Answer. Since he returned to New York from here.

Question. Did you ever tell Mr. Turner anything about it?

Answer. No, sir; only since I have been on here this time.

Question. Who requested you to come on here?

Answer. I was subpoenaed; I do not know by whom.

Question. Were you subpoenaed at New York?

Answer. Yes, sir.

By Mr. Bocock?

Question. Did you see Mr. White after he was subpoenaed and before he came on here?

Answer. No, sir; I was working on the same vessel with him. I think it was about half-past four in the evening, I was working up aloft, and I saw him go ashore and speak to some gentleman who was standing there with Mr. Turner, and that was the last I saw of him after that until a week ago yesterday.

Question. Do you know whether Mr. White has written to Mr. Turner since he got back to New York?

Answer. Not that I know of.

Question. How could what you told Mr. White after he got back have got here to Mr. Turner?

Answer. That is more than I can tell.

Question. In your conversation with Mr. Turner, since you came on here, did he tell you that he had had you summoned on here?

Answer. He did not say who had me summoned.

Question. Did he tell you for what you had been summoned here?

Answer. Nothing more than that they wanted me to tell what I knew.

By Mr. Ready:

Question. Did you know when you came into this room what questions would be asked you?

Answer. No, sir; that is what bothered me. I did not know who I was coming here for or against.

Question. When did you arrive in this city?

Answer. Yesterday morning.

Question. When did you first see Mr. Turner after you got on here?

Answer. I saw him here yesterday, and I have seen him this morning, outside here.

Question. Have you had any conversation with him about your testimony?

Answer. No, sir; he never asked me what I knew nor what I was going to say.

Question. How did you come to tell Mr. White what you knew about that paint matter?

Answer. I asked him after he got back, what he had been on here for; and he said he had been on here about some lead that was carried over to the dock of Williamsburgh. I said to him that I guessed I knew a little about that lead myself. He asked what I knew. I said I knew where it went. He asked where it went to; and I said I guessed that that was the lead I had taken to South Brooklyn. He said that I ought to have told Mr. Turner about it; and I said that I had never been asked anything about it.

Question. How came it that you did not tell Mr. Turner anything about it; were you afraid you would lose your place?

Answer. That was my object in not saying anything to him about it.

Question. Were you afraid you would lose your place because you gave information to protect the government against loss of this kind?

Answer. I did not look at it in that light; I considered that if I had told him it would have caused ill feeling between Fitzgerald and me, which probably would have been the means of having me discharged.

Question. Did you not suppose it would lead to Mr. Fitzgerald's discharge at once?

Answer. I was not so afraid of him as of his friends.

Question. Has he influential friends?

Answer. I believe he is a man that runs around a great deal to political meetings and the like of that, and he professes to be quite a politician.

By Mr. Groesbeck:

Question. Did you get your full pay for that day?

Answer. Yes, sir.

Question. Did Mr. Fitzgerald make you the payment?

Answer. No, sir; I got my time credits upon the books, and I received my pay at the pay office.

Question. You took your pay for that day?

Answer. Yes, sir.

JOHN S. CRAWFORD.

No. 85.—JOHN VANDERVOORT, BROOKLYN NAVY YARD.

FEBRUARY 15, 1859.

JOHN VANDERVOORT called and examined.

By the Chairman:

Question. What position do you hold in the navy yard at Brooklyn?

Answer. I am master laborer.

Question. How many men had you under your employ in November last?

Answer. There were a hundred, or nearly that number.

Question. Upon whose recommendation were you appointed?

Answer. I think it was on the recommendation of Mr. Cochrane.

Question. Under whose immediate orders are you?

Answer. I am under Mr. Graham.

Question. I wish to call your attention to an occasion when you

and some of your men attended a primary election in New York. How many men went with you at that time?

Answer. There were probably twenty or thirty.

Question. What time did you leave the yard?

Answer. I took the men after muster, several times.

Question. Have you ever taken them before muster on an occasion of this kind?

Answer. Once I did.

Question. What occasion was that?

Answer. It was on the occasion of an election of a delegate to Syracuse, to the State convention.

Question. What time did they leave the yard then?

Answer. About five o'clock, I suppose.

Question. Were they rated as being paid for the whole day?

Answer. Yes, sir.

Question. At whose request was this done?

Answer. At the request of a gentleman by the name of Fields.

Question. State whether or not Mr. Graham went?

Answer. He did not, sir.

Question. Did he know that you were going or had gone?

Answer. I think not; he usually leaves the yard before that time.

Question. When was he first informed of it?

Answer. I never informed him; I do not know that he has been informed of it at all.

Question. Do you not know that he knew it?

Answer. No, sir; I do not. I could not swear that he knew it.

Question. What meetings have you attended?

Answer. They were usually democratic meetings.

Question. In what congressional district?

Answer. Sometimes in Mr. Sickles' district; likewise in other districts where the men lived.

Question. Was there only one occasion when they left the yard before the time?

Answer. Only one, sir.

Question. About how many men went at that time?

Answer. I should judge that there were twenty or thirty.

Question. Have you at any time detailed Patrick Larkins to leave the yard after roll call to attend to your business?

Answer. Never, sir. I let him go once on account of the sickness of his family, and that was explained in the yard. At another time he left on his own account, and was suspended for so doing.

Question. Did you not detail him to attend to any matter for yourself?

Answer. Never, sir.

Question. I will ask you whether you have attended constantly in the yard since you were appointed?

Answer. I cannot say that I have.

Question. What portion of the time have you been in the yard?

Answer. I generally go there every day, but I do not always remain there all day.

Question. How long do you usually remain?

Answer. Sometimes all day and sometimes half a day, sometimes not an hour.

Question. What other business have you been engaged in since you have been employed in the yard?

Answer. When I was appointed I was in the copper and tin business; I had a contract with the city of New York.

Question. Do you still continue in that?

Answer. No sir; I have finished that contract.

Question. When were you appointed in the yard?

Answer. I think it was in June last, or July, I am not confident which.

Question. Have you been engaged in any other business since you have been in the yard?

Answer. Yes, sir; I have finished up the contract that I spoke of.

Question. When did you finish it?

Answer. It ended in the fall, when the stoves were put up, in cool weather.

Question. Have you been engaged in any other business besides that?

Answer. No, sir; no other business.

Question. Where was your store?

Answer. No. 111 First street, New York.

Question. How far is that from the navy yard?

Answer. I should judge that it was two miles; it is in the seventeenth ward. I will state that I was in partnership with a gentleman by the name of Kelley at the time.

Question. Were you required by your duty to sign papers certifying to the reports of time?

Answer. In my department we have quartermen over every twenty men; they had a dollar and twenty cents a day, and the laborers had nine shillings. These quartermen were put in charge of the men, and at half-past three they would come in and make a report of the men and say they have been to work upon the dry dock, for instance, or any other place. I was informed that it was the custom for the master laborer to sign his name to the blank reports, and the clerk would put the time on and send them in with the time attached.

Question. You were in the habit of signing these blank forms, and then they were filled up by others?

Answer. Yes, sir; they were filled up by the clerk.

Question. Do you know whether these blanks have been abused?

Answer. I never heard a word of it until the other day. I understood that there had been a wrong report made by a quartermen, but on investigation in the yard I found that it was not so. The books in the yard show that.

Question. How many hours in a day, upon an average since June last, do you think you have attended upon duty in the yard?

Answer. It is almost impossible for me to state—two or three hours, or about that average.

Question. Upon whose recommendation is the number of men increased or diminished?

Answer. Mr. Graham has the charge of that. He gives me the order to increase or decrease the number.

Question. Do you first report to him the necessity for an increase or diminution.

Answer. It is according to the work. He would send to me that he needed ten or twenty more men, or to decrease that number, as the case might be.

Question. Who selected these men when you made an increase?

Answer. I did usually.

Question. If you were there so little, how could you tell whether more men were needed or not?

Answer. By the representations of the foreman and quartermen.

Question. I will ask you whether you removed quartermen Gallon from the marine barrack grounds, where he was in charge of a gang of men, and put in his place David Gow?

Answer. Yes, sir.

Question. I will ask whether you and Gallon did not make a false report of time?

Answer. No, sir; I deny it. That is what I alluded to before.

Question. In whose congressional district do you reside?

Answer. In Mr. Cochrane's, the sixth.

Question. What do you know about Mr. Graham's qualifications as a civil engineer?

Answer. Personally I know nothing; I am not much acquainted with him.

Question. I will ask whether at any time he proposed to allow you to increase your force if you would give one-half of the increase to Mr. Sickles, or something to that effect?

Answer. I do not know as he has ever made a direct proposition, but yet it was done.

Question. What was the proposition?

Answer. He said that he would like some of the men.

Question. Did he propose to allow you to increase the force in case you would allow him some of the men?

Answer. I went to him to increase the force, and he said I could put on so many and he would put on so many.

Question. Did you agree to that?

Answer. Yes, sir.

Question. Did he name some of the men?

Answer. Yes, sir.

Question. How many men in your department has he named altogether?

Answer. I could not tell.

Question. How many men did he name on this occasion that you spoke of?

Answer. We put on ten apiece.

Question. When was that?

Answer. It was soon after I went there and took possession.

Question. Were those men needed at that time?

Answer. I suppose so; we had work for them.

Question. Did he allow men to be absent from the yard to attend political meetings at any other time than the one you have named?

Answer. Never, to my knowledge.

Question. State whether any incompetent men were employed by Mr. Graham or by you?

Answer. I do not think I could employ any for the work I have to perform; all laborers are competent for digging.

Question. Do you know of incompetent men being employed by Mr. Graham?

Answer. I do not know of my own knowledge, sir.

Question. Do you know whether men were allowed by him on the rolls who received pay without performing labor?

Answer. I do not, sir.

Question. Do you know whether men employed at the navy yard voted in any other district than their own?

Answer. No, sir; I do not.

By Mr. Bocock:

Question. You say that you have only spent at the yard some two or three hours a day?

Answer. That is about the average until lately, when the new orders were issued. I am at the yard all the time now.

Question. Have you had more men under you than you could conveniently work?

Answer. No, sir; I have never had as many.

Question. When did you have the most men?

Answer. It was sometime previous to the election.

Question. How long before the election?

Answer. A month or so, perhaps.

Question. Had any of them been discharged before the election?

Answer. Of that number, no, sir.

Question. When were they discharged?

Answer. They have been discharged since the election.

Question. Did you recommend their being kept there in reference to the election?

Answer. No, sir, I had no occasion; the men were there at election time, and there was no necessity for me to recommend their being kept there.

Question. Did you put on any men in order to have them there at election time?

Answer. I was anxious, certainly, to have as many men as I could.

Question. When you and these thirty men went off to attend a political meeting, did they all belong to that ward where the meeting was held?

Answer. This was a primary meeting.

Question. In primary meetings, do they not confine themselves to their own wards?

Answer. They are not particular about it.

Question. Did you vote in that primary meeting?

Answer. I belonged there.

Question. Well, did these other men vote?

Answer. I suppose they did; they never refuse anybody's vote.

Question. Whether they belong to the ward or not?

Answer. They never make it a question.

Question. Did you ever have more men under you at any time in the yard than you had work for, or could conveniently and profitably work?

Answer. No, sir; I never had as many as I could employ in the yard.

By Mr. Ready:

Question. If it had not been that the election to which you refer was coming on, would you have taken on the additional number of men that you did?

Answer. I should, sir, with the recommendation of Mr. Graham. I had not been in the yard, and, in fact, ever in a navy yard, previous to my appointment, and then only for a couple of months previous to the election.

Question. You say you should have taken them on upon the recommendation of Mr. Graham?

Answer. I should, sir. He is the one who lays out the work for my department to perform.

Question. Did you propose it, or did he?

Answer. I have at times proposed to him, and he has at other times sent to me and told me that it was necessary to put men on.

Question. How was it with regard to these men who were put on previous to the election? Who proposed that first?

Answer. I suppose Mr. Graham himself did, but I cannot exactly tell now. I have recommended men to be employed.

Question. And Mr. Graham approved of it?

Answer. Yes, sir, and likewise the commandant.

Question. You recommend the men, and Mr. Graham approves, and then the commandant approves—is that the way they are appointed?

Answer. Yes, sir, and then the requisition comes back and gives me notice what time to call these men. I notify the men, and they come there and answer to their names on the roll, and go to work.

JOHN VANDERVORT.

No. 12.—JOSEPH SMITH, NAVY DEPARTMENT.

FEBRUARY 15, 1859.

JOSEPH SMITH recalled.

By Mr. Boccock:

Question. Are purchases made in the navy yards, and particularly in the New York navy yard, by the masters and other persons in the employment of the government, without the intervention of the navy agent? and if so, what proportion of the purchases are so made?

Answer. The amount I could tell you, but not the proportion. The bills do not show it. I know that a large amount of purchases are

made without his action upon them. For instance, there is a great deal of machinery there which he did not purchase.

Question. What other article is there which is purchased without the intervention of the navy agent?

Answer. He has nothing to do with the labor; there is a good deal of cart-work done, and also repairs at the hospitals. He pays the bills.

Question. To what extent are the purchases made by others and not by him?

Answer. The commandant has a requisition made upon him, and if he thinks the purchase should be made by the master workman, he marks upon the requisition "to be selected," and a person is sent over to select the article purchased.

Question. Is that by direction of your bureau or of the commandant?

Answer. By direction of the commandant, under the general order. The bureau seldom gives directions to purchase anything of any importance, excepting large pieces of machinery. Sometimes I have made bargains for heavy pieces of machinery myself.

Question. Why do you not send to the navy agent to make these purchases?

Answer. We can get them better; we could not rely upon a navy agent to judge of the value of machinery.

Question. What check is there to fraud and collusion when the master workmen make the purchases and inspect the articles themselves?

Answer. If the man is dishonest; if he agrees to pay too high a price, or makes an improper selection; if the inspectors and commandant do not check it, and if the bureau does not check it, it is a sort of fraud. If we should find out that a man was dishonest in that way we should try to displace him.

Question. Is there any other inspecting officer than the master workman, when the master workman himself purchases the article?

Answer. There is a lieutenant there in the yard usually that inspects generally; but as to machines his opinion would not be valuable upon an important machine.

Question. Do you say that it is chiefly machinery and other mechanical works, which the navy agent is not a judge of, which are purchased without his intervention?

Answer. Yes, sir; machinery and such articles as tools, &c., "to be selected."

Question. May not a great many other purchases have been made by those master workmen without you knowing anything about it?

Answer. I dare say there are many small articles bought on open purchase, such as tools which a man wants to use himself and selects for himself. He may be sent over by the proper officer to select them. If the master workman is not an honest man, and chooses to collude with the seller, he can do so to some extent, but not to a very large extent. The formal bills have to be rendered and certified, and that is a check upon him.

Question. During the last two or three years, how long has it

usually been after the expiration of the quarter before the navy agent settles his quarterly account?

Answer. I have nothing to do with the settlement of his accounts. The Treasury Department do that. I understand that the Treasury Department allow him one quarter to make up his returns for the previous quarter.

Question. Under that system, would it not be practicable to bring into the settlement of a former quarter what had happened during the current quarter, by making a false return?

Answer. I do not see how it could be done, unless he committed a fraud, altering figures and dates.

Question. If that were done would it be likely that complaints would be made?

Answer. The person who is to receive the money upon the bill which has been approved would certainly make a complaint if he did not receive his money, unless he had made a bargain with the navy agent to allow him to retain the money upon paying for the use of it. If he did that the navy agent might charge upon a previous quarter the payment of a bill which he had not paid, excepting by a promise. In case the navy agent should fail in the mean time, this debt would be still good against the government, I suppose, unless a fraud by collusion could be established. I recollect a case where the navy agent gave to the contractor a check, and the check was never paid; but the contractor receipted the bill. The contractor made an informal application for the payment of this bill, and was told that the government would never pay it, and it never did pay it to my knowledge.

Question. What check have you to false returns from the navy agent?

Answer. All the check we have is that he sends his monthly exhibit and we compare it with our book. We know what money he has drawn and we know what his returns show as expended, and the exhibit shows the balance in his hands; if it does not agree with our books we let him know it. We see that his exhibit to the bureau is made correctly, but the accounts are adjusted by the Treasury Department.

Question. Does he send requisitions before the money is drawn?

Answer. The navy agent receives a certain number of bills, and then makes a requisition upon the bureau for the amount. Each bill specifies under what head it is to be charged. With that requisition he is required to send the approved certified bills for the amount, which must agree with the amount of the requisition before the money is drawn by the bureau or remitted to him by the Treasury Department.

Question. Are the bills made out in duplicate?

Answer. They are made out in triplicate, and that triplicate bill must be sent to the bureau before the money can be drawn out of the treasury; further than that the bureau has nothing to do with settling his accounts.

Question. Do you not furnish to the proper accounting officer of the treasury a statement of the amount you send to the navy agent?

Answer. No, sir; the requisition of the bureau goes to the Secretary of the Navy, and the amount is charged to the navy agent at the Treasury Department on the warrant of the Secretary. The moment a requisition from that agent comes in, if found correct, he is charged with the amount on the bureau books; then he must account to the Treasury Department for that amount. This triplicate bill is not receipted that comes to the bureau, but is approved and authenticated. When the return is made the navy agent pays the bill, and the other two copies are receipted; one he sends to the Treasury Department as a voucher, and the other he keeps as his own voucher. The bill sent to the bureau is only an evidence that he is called upon to pay certain *bona fide* claims against the government.

Question. Is Mr. Chandler, of the Portsmouth navy yard, a relative of yours?

Answer. Not at all, either by consanguinity or marriage.

Question. Have complaints been made of Mr. Chandler for the last two or three years? if so, what has been done with those complaints?

Answer. There have been complaints made to the Secretary of the Navy of Mr. Chandler, anonymously and otherwise, which were referred to me. I sent them to the Portsmouth navy yard for explanation, and, so far as I remember, they were satisfactorily explained.

By the Chairman:

Question. At the end of schedule B, attached to your deposition, of the amount of purchases under contract, and by open purchase, you add that this includes the cost of coal; please to state whether it includes any purchases of coal at New York?

Answer. No, sir; that coal was not purchased by the navy agent; it was purchased by the coal agent at open purchase. It appears in the navy agent's accounts, although not purchased by him. Bills are frequently paid by navy agents for articles purchased and delivered at other yards.

Question. Does it appear in the accounts of the navy agent at New York?

Answer. Yes, sir; I think it does.

By Mr. Bocock:

Question. Had Mr. Tyson, the former navy agent, a partner in the business?

Answer. I do not know.

By the Chairman:

Question. At the time the oakum spinners were put on in the navy yard last fall, did you receive any orders from the Secretary in regard to it?

Answer. Yes, sir.

Question. What were those orders?

Answer. To employ them.

By Mr. Bocock:

Question. Were those orders verbal or written?

Answer. Written.

Question. Are they on file in your office?

Answer. Yes, sir.

By the Chairman:

Question. Please state the circumstances connected with the order.

Answer. Mr. Florence said the master workman wanted more men, that there was a great call for men there, and asked me if I would order them on. I told him it was not the province of the department to put men on to the work or to give directions with regard to it. The authorities at the yard employed the men. He said they wanted more men; I said that if an order was wanted, he must go to the Secretary. He addressed a letter to the Secretary, which the Secretary sent over to me, with an endorsement upon it requiring that the men should be employed. I do not remember the wording of it exactly.

By Mr. Bocock:

Question. Please furnish a copy of that letter, with the endorsements upon it.

Answer. [See Appendix attached to this deposition.]

JOS. SMITH.

“WASHINGTON, *August 4, 1858.*”

“MY DEAR SIR: The severity of the times prompts me to solicit that eighty persons may be employed in spinning oakum in the navy yard at Philadelphia. No detriment to the public interests will result from this, the only effect being to provide enough oakum in a shorter space of time than if a less number were now given employment. The relief given by this employment for several weeks will be hailed with joy by those who are the recipients of its advantages.

“Very respectfully,

“THOMAS B. FLORENCE.

“HON. ISAAC TOUCEY,

“*Secretary of the Navy.*”

Endorsed on back of this letter:

“Referred to Bureau of Yards and Docks, by direction of the Secretary of the Navy, to dispose of accordingly.

“C. W. W.”

“NAVY DEPARTMENT, *August 5, 1858.*”

Endorsed: “Order accordingly.

“J. S.”

Endorsed on a slip of paper, in pencil:

“The master workman having made a requisition for eighty additional pickers, you will see that it is complied with.”

No. 90.—WILLIAM B. MACLAY, HOUSE OF REPRESENTATIVES.

FEBRUARY 16, 1859.

WILLIAM B. MACLAY called and examined.

By Mr. Bocock:

Question. What is your residence and official position?

Answer. My residence is in the city of New York; I am a representative in Congress from the 5th congressional district in that State.

Question. Is there any explanation you desire to make with regard to any matters connected with this investigation?

Answer. There has been a good deal said in the papers in which my name has been mixed up, much, if not all of which, has been very erroneous and unfounded. If there has been anything in the course of the testimony requiring explanation, I am desirous to testify upon it. One thing I wish to state; Mr. James Murphy, who is the contractor for the house to which was awarded the building of the boiler and engines of the Brooklyn, is one of my constituents; he is a neighbor of mine, and a personal and political friend; in justice to him, as well as to myself, I wish to say, that for none of his contracts, and he has had several, I think, have I ever applied to any one in his behalf, or interfered in any way. He said to me one day, upon my meeting him, I have made an application so and so, or intend to make an application, do me what good you can if you should be in Washington. It so happens that I have never made any application for him. I suppose there is testimony here with regard to the charge that the number of men in the Brooklyn navy yard was increased previous to the elections; I wish to state that I have never sought any increase of the men in our navy yard in any way, nor have I ever interfered with the discipline of the yard; when a person comes to me for employment, I write a note suggesting his name to the master workmen; but I have been very careful on such occasions, when I was ignorant of the state of the work, to inquire whether they were taking on hands in that department in which employment was sought; if they said that they were, I would give them a note; but if they said they were not, I would refuse, invariably. I have been elected many times from that part of the city; and it has often been asserted that I was very much indebted to that influence for my several elections. So far from that being the case, it is an injury always to any candidate.

Question. Have you ever had any controversy with the other members from New York about the division of patronage there?

Answer. No, sir.

Question. Have you taken pains to learn the qualifications of men before recommending them?

Answer. I am acquainted with most of the men; I was born in that part of the city, and have represented it for a long time; I have been five times elected their representative in Congress, and six times a candidate; and was previously four times a candidate for the State legislature, and three times elected; in most cases, I knew the men. I have never recommended a man whom I knew to be incompetent or not qualified.

Question. When a man has been recommended by you, and has afterward been found incompetent, have you ever insisted upon keeping in the man?

Answer. No, sir; on the contrary, when the master was making a discharge, and wished me sometimes to designate the men whom I wished retained, I have always said, "retain those who are best for the service, and who are men of families," and would sometimes, but very rarely, indicate those personally known to me as coming under this description.

Question. How long have you been acquainted with the management of the yard?

Answer. Since 1842.

Question. What change, if any, has taken place in the meantime in the management, mode of making appointments, &c.?

Answer. I do not think there has been any change.

Question. How long have appointments been made there upon political recommendations?

Answer. I cannot speak of it previous to the date I mentioned; at that time, 1842, or 1843, Mr. Henshaw was Secretary of the Navy, I was representative in Congress; upon one occasion there were a great many applications for the place of masters; the Secretary finally concluded that he would make the appointments upon the recommendation of the then members of Congress from Brooklyn, who were Henry C. Murphy, and myself; he said if we would look carefully over the matter, and write a joint letter making recommendations, he would make the appointments. Mr. Murphy and I, thereupon very carefully selected some ten or twelve masters, who remained in office during the remainder of the administration of Mr. Tyler, and the whole of Mr. Polk's. They were removed after the incoming of the succeeding administration, that of Mr. Fillmore.

Question. Do you know whether appointments were made upon political grounds during the administration of Mr. Fillmore?

Answer. Yes, sir; they were made on that ground.

Question. How does the efficiency of the yard, at the present time, compare with what it was when you first knew it?

Answer. I have seen no change in that respect. There is a greater pressure for employment; but whether it is owing to the depression in the different trades or not, I cannot tell; or whether it is owing to a more extended practice of calling upon members of Congress for employment.

Question. Do you think that the men work as much now as they formerly did?

Answer. Yes, sir; I think they do.

Question. Do you think as much work is done in proportion to the number of men in the yard?

Answer. Yes, sir; I think so.

By Mr. Ritchie:

Question. Are you frequently in the navy yard?

Answer. I go there occasionally, not frequently. I live right opposite, and I go over there in any case of peculiar hardship. There were many such cases among the ship-carpenters for instance, from

I I
I I I I
I I I I I

their want of employment, and when they were men of families, I would sometimes go over and make application for them.

By Mr. Bocock :

Question Have you given this subject sufficient attention to be able to suggest any change which might properly be made ?

Answer. I have not given much reflection to the subject, but it has occurred to me that the number of masters might be reduced with advantage to the government. I think all those that are in what is called the department of construction, the ship-carpenter, joiner, blacksmith, &c., might well be retained, and the others might be dispensed with. The duty of employing those who work at the yard might be also devolved on one person—the commodore or naval constructor. In this way, two important objects would be secured—system and responsibility.

By Mr. Groesbeck :

Question A great deal has been said with reference to giving the patronage to democrats, I wish you to state what has been the practice ever since you have been acquainted with it in that particular ? Do you know of any difference in the practice upon either side ?

Answer. No, sir ; the democratic party has the advantage in this respect. Society in New York is divided politically by geographical lines, and by divisions of employment. Upon the one side the commercial and trading classes are enlisted, uniformly almost in opposition to the democratic party. On the other hand the mechanical and laboring classes are as uniformly democratic. My district is opposite the navy yard. If you draw a line running along by the river, and around the point of the block between the line and the river, the mechanical and laboring classes reside, and the democratic party is found in great strength. In Mr. Kelly's former district, and in my own, living near the navy yard these men would naturally seek for employment there when not employed elsewhere. In a political point of view, I regard it as of no service to any party. There is an incidental advantage to the democratic party when trade is depressed, because furnishing these men with employment in the navy yard prevents them from seeking it abroad, and they do not lose their votes. But that advantage is more than counterbalanced by the ill-blood and disappointment among the masses in want and unemployed. A discrimination must be made, and where employment is found for twenty men, for example, 80 or twice that number are necessarily disappointed.

By Mr. Ritchie :

Question. Would it not be better for the yard to have done with that business of politics upon both sides in the employment of men ?

Answer. Yes, sir, I think it would ; it certainly would be much more pleasant for the representatives, to whatever party they may belong.

W. B. MACLAY.

No. 92.—ROBERT LEIGH, BROOKLYN NAVY YARD.

FEBRUARY 17, 1859.

ROBERT LEIGH called and examined.

By the Chairman :

I have been requested to ask you some questions in this list ; we have about closed up our testimony, but you can take these questions and write out the answers yourself.

Question. What is your business ?

Answer. I am a civil engineer, but am acting as draughtsman in the office of Mr. Graham, constructing engineer, navy yard, New York.

Question. How long have you been attached to that navy yard ?

Answer. About four years ; a portion of the time as draughtsman and a part of the time as assistant engineer.

Question. How does Mr. Graham's management of his department compare with that of his predecessors ?

Answer. It is, I think, fully equal if not superior to theirs.

Question. Is he careful in the selection of the men he employs ?

Answer. He is as far as the choice rests with him ; and I know that his great anxiety and difficulty has been to get good workmen.

Question. Have you ever known him to retain a man on political grounds alone ?

Answer. No. On the contrary, I have often known him to discharge men, when circumstances required it, in spite both of the strongest friendly and political feelings.

Question. In his difficulties with the master workmen has he been influenced by political ambition or a sense of duty ?

Answer. I think entirely from a sense of duty.

Question. Is Mr. Graham regular in his attendance at the yard ?

Answer. He is very regular ; never, in fact, absent a day unless detained away by sickness, or, as in the present instance, absent on leave.

Question. Does he attend to any private business away from the yard ?

Answer. I am satisfied he does not.

Question. Does he appear to understand his duties as constructing engineer ?

Answer. I think he does sufficiently well, and is undoubtedly well qualified for the position he occupies.

Question. Are you familiar with the method he has adopted in constructing the " launching-ways ?"

Answer. With respect to the launching-ways, I have to say that the construction is perfectly correct and the work has been well conducted. I have, moreover, heard many express their appreciation ; and the naval constructor, who may be presumed to be an authority in such a case, has often expressed his approbation.

Question. Was it judicious to commence the work in the ship-house first ?

Answer. I have heard it charged that Mr. Graham commenced the

work at the wrong end ; but as that could not have been made by an engineer, it is not worth noticing, other than to say that the chief reason why the work inside the house was first commenced was that it was considered politic to advance in such a way that a vessel could be built at short notice, and may, in fact, be constructed now ; whereas, had the outer end been first commenced, it might have taken three or four years to complete it sufficiently.

Question. What do you think of the relative merits of the coffer dam and diving-bell ?

Answer. I have no hesitation in saying, and I have consulted eminent engineers on the subject, that the use of a dam in building the launching-ways, is perfectly proper, and to be preferred to a diving-bell. A diving-bell is advantageous where a dam cannot be used, or is too expensive, and it should have the essentials of clear water, sufficient depth, and freedom from obstructions below. In the present case the old piles which are sound enough to remain are in the way, and the foundation having to be lowered, at least five or six feet of gravel will have to be dredged up from between them, while, on the other hand, to pull all of them first would be attended with great cost. The most vital objection, however, to the diving-bell is to be found in its use in laying the masonry. Launching-ways require unusual and unquestionable stability, and I would be unwilling to trust any man to lay stone for such a purpose out of the reach of my own eye, as the depth of water to be worked in will vary from nothing to fourteen or fifteen feet in a distance of about 200 feet, it is evident that a dam must be used for a portion at least ; and Mr. Graham, in a just discretion, has availed himself of this plan as far as was judicious.

Question. Is the coffer dam now being built constructed on correct principles, and calculated to answer the purpose for which it is intended ?

Answer. Yes ; it is properly formed and can be made to sustain any amount of pressure. To insure the proper construction of this, I am aware that Mr. Graham insisted upon the appointment of an old and experienced dock builder as foreman over it.

Question. What are the apparent relations of Mr. Graham and Mr. Hastings ?

Answer. They are simply those of ordinary civility, and there is little official intercourse between them.

Question. What duties does Mr. Hastings perform ?

Answer. He inspects all articles sent into the yard for the department and supervises the machinery, &c.

Question. Are those all the duties of an assistant ?

Answer. They are not.

Question. What are they ?

Answer. To prepare plans, estimates, and reports, and superintend the various works in progress, under the direction of the engineer.

Question. Who performs those duties now ?

Answer. I do.

Question. What experience have you had in engineering ?

Answer. I have been an engineer for some twenty years, and have been engaged in the usual variety of works belonging to that position for such period.

ROBERT LEIGH.

No. 93.—SIMEON COAPMAN, BROOKLYN NAVY YARD.

FEBRUARY 18, 1859.

SIMEON COAPMAN called and examined.

By Mr. Bocock:

Question. Where do you reside?

Answer. In Brooklyn.

Question. In what business are you engaged?

Answer. Dock builder.

Question. Who is the head of your department?

Answer. Mr. Murphy is master dock builder; Mr. Graham is the chief engineer.

Question. Have you been engaged in the construction of some launching ways?

Answer. Yes, sir.

Question. Are you a judge of such work?

Answer. Yes, sir.

Question. How long have you been engaged on that sort of work?

Answer. I commenced at it more than a year ago, and better.

Question. How long have you been employed on similar work?

Answer. For the last year back; I do not recollect exactly at what time I commenced at it.

Question. I do not think that you understand me exactly. How much of your life have you been employed at that business?

Answer. About thirty-five years; I was master-workman for thirty-three years, and I was master dock builder in the navy yard from 1844 until now, with the exception of some two years. Mr. Murphy, after he had been in about a year and a half, sent for me to be foreman under him.

Question. What do you think of the launching ways in plan and in execution?

Answer. The plan is proper enough; it is not completed yet, but I see no difficulty in the work so far as it has gone. It is a very difficult undertaking. A wharf has been there for some thirty or forty years, and it must all be taken away; some portions from thirty feet under water and mud, and that makes it a very tedious piece of work.

Question. Now in regard to the place where you commenced the work; was it commenced at the right or at the wrong place?

Answer. The principle is the right one. I have done such things before. I have built coffer dams before, and have always constructed them in that same manner.

Question. What I mean is, did they commence building the ways at the right place?

Answer. Yes, sir.

Question. Would you not have saved expense and material by commencing at the other end?

Answer. As to that I could not say exactly. It would be as well constructed in one way as the other. The idea of the plan, when it first commenced, was to have put it down with a diving bell, but they

found that they could not do that. Then they had to put down this coffer dam around the work, because the old dock cou'd not be removed with the bell.

Question. Did you fail with the diving bell because it was unsuited to the work, or because your master-diver was an unskilful man?

Answer. He was a skilful man enough, but the end of the ways had to be built right where the old dock stood, and where there was a large amount of mud, which could not be removed under the bell. All this had to be removed, in order to prepare a place to put down the stone.

Question. And under the circumstances, you say it was necessary to build a coffer dam?

Answer. I think it was. I was down in the bell frequently, and I concluded that that would have been a very poor mode to carry on that work. It might have been because I was not so accustomed to the diving bell as other men were, but I had laid down such ways as this one was. Removing the old dock with the bell was the difficulty. There was some thirty or forty feet of earth, mud, and stone to be removed, and the bell could not do it.

Question. How far has that work progressed now?

Answer. The coffer dam is rather more than half built. But we did away with the bell. We took a new dredge we have there, and that works a great deal faster than we could have done the other way.

Question. Has there been much loss of material and labor in the construction of that coffer dam?

Answer. I do not think there has been anything wasted there. I do not think there will be any loss. The material there used will certainly be fit to be used again when it comes to be removed.

Question. Has this work of the coffer dam and the launching ways advanced so far as to enable you to say that it will be a successful job?

Answer. Yes, sir; I think so. I have constructed enough of such work to be able to judge, I think. Mr. Murphy is the master dock builder, however; I am merely foreman.

Question. Do you know who planned this work—Mr. Murphy or Mr. Graham?

Answer. It was planned before Mr. Murphy was appointed master dock builder.

Question. Who planned it?

Answer. I think it was planned through the means of the draughtsman of the yard, and the naval constructor, Mr. Delano. That is what I have understood, but I cannot say of my own knowledge.

Question. Have you enough knowledge about the matter to be able to say what, in a general way, is the character of the work done under Mr. Graham since he has been there?

Answer. So far as the launching ways have been completed, everybody remarks that it is a splendid piece of work.

Question. Do you know whether Mr. Graham has ever planned or conducted any work wholly by himself?

Answer. I cannot say. I have not been in the office much since I was master dock builder. I am now only foreman, and have no particular business about the office.

Question. How often do you see Mr. Graham there superintending that work?

Answer. Generally about, say four days in the week, but he passes frequently.

Question. Where is he on the other days of the week?

Answer. He is in his office. I mean that he comes down to examine the work four days in the week. As I am never in the office, I cannot say what he is doing there. Since I have not been master dock builder I do not frequent the office as I did before.

Question. Do you know what Mr. Graham's general reputation is?

Answer. No, sir; I never heard of the man until he was spoken of in connexion with the office of engineer in that yard.

SIMEON COAPMAN.

No. 94.—GEORGE A. BLOOD, FAIRMOUNT, NEW YORK.

FEBRUARY 18, 1859.

GEORGE A. BLOOD called and examined.

By Mr. Bocock:

Question. Where do you reside?

Answer. In Fairmount, Westchester county, New York.

Question. What official position do you hold?

Answer. I am chief clerk in the navy agent's office, New York city.

Question. How long have you held that position?

Answer. For five years.

Question. The same position—that of chief clerk?

Answer. Yes, sir.

Question. As chief clerk at that office, do you have the superintendence of the keeping of the books, and the making out of the accounts?

Answer. Yes, sir.

Question. Are you entirely familiar with the manner in which the accounts of that office have been kept?

Answer. Entirely so.

Question. What have you to say about the general manner in which the business of that office has been conducted, and the accounts have been kept?

Answer. It has always been conducted in the most proper manner.

Question. Have all the accounts been kept strictly, accurately, and correctly?

Answer. Yes, sir.

Question. Is it not the fact that your quarterly returns are delayed very much, some times after they should have been sent in; for instance, the accounts for the quarter ending in December, are they not sometimes delayed until the 15th of the month, or until January and even February?

Answer. Yes, sir; we have three months allowed us in which to get up our accounts. There is an immense deal of work to be done about them, and we cannot get them off sometimes for two or three months. There are two or three of us at work, and it takes us all two or three months to get the accounts made up and sent off.

Question. How often has it been the case that in stating your quarterly returns, and in sending in your vouchers, consisting of receipts for moneys paid to the department, you have entered in one quarter as credits to the navy agent accounts paid subsequently to that quarter?

Answer. That has never been the case.

Question. Do you say it has never been the case within your knowledge?

Answer. Yes, sir, I do.

Question. When was Mr. Swackhamer in your office as subordinate to the chief clerk?

Answer. His brother brought him into the office when he was appointed navy agent. He had been previously brought up on a farm until his brother took the office, and he knew nothing at all of accounts when he came into the office. I had the sole control and keeping of the accounts of the office, and always have had since I have occupied the position of chief clerk.

Question. Do you say he knew nothing of accounts?

Answer. Yes, sir; I may say so. He knows very little indeed of accounts. He is a person who has not been brought up to any such business.

Question. What particular branch of the duties of the office did he have in charge?

Answer. He was employed principally to make out requisitions. Requisitions are made in the yard upon us, and we make requisitions upon contractors or other parties for the furnishing of articles.

Question. Have you never ante-dated receipts for money paid; or post-dated them?

Answer. We have sometimes dated them in this way, and that is probably what led Mr. Swackhamer to make the statement he did, according to what I saw in the New York Herald—that the navy agent had mis-stated his accounts. In the hurry of business, we frequently pay bills without entering them at the time they are paid. For instance, a person comes in with some bills for payment, I draw the check for the money, and he receipts the bills and goes off, while the bills themselves may not be charged in the books for two or three days. Still that is no reason, so far as I can see, why Mr. Swackhamer should have made the statement he did.

Question. You say that those bills are sometimes entered in the book several days after they are paid, and in that way the receipts appear to have been ante-dated?

Answer. Yes, sir.

Question. Is that only because they are not entered in the book at the time they are paid?

Answer. Yes, sir; they are not entered on account of the hurry of business. Sometimes one party may have twenty or thirty bills. The entering of these bills requires a great deal of labor, as a great portion of each bill must be included in the entry made. Each entry must state the articles furnished, the contract under which it is furnished, the station where delivered, the appropriation from which it is to be paid, the bureau under which it has been ordered, the gross amount

of the bill, the amount reserved, if any, and the amount paid. Each entry must state all that. It is necessary that it should be entered in that way; and sometimes, in the hurry of business, bills are paid without being entered upon the books for several days.

Question. How often has it been the case that, when you have sent on requisitions here and obtained the money to pay particular bills, you have used that money, not to pay the bills sent to the department, but to pay other accounts which have not been sent on to the department?

Answer. We have not done that.

Question. In no case?

Answer. No, sir; I think not. The only time that there has been any disarrangement about the payment of bills was the time the treasury notes were issued. Then the Secretary sometimes embodied two or three different requisitions into one; I would run on the specie for one requisition, and the treasury notes for another. Mr. Sanders was requested to have the specie divided among the different creditors, and, therefore, upon our receiving the specie, we have paid each one their proportion of it, and then they had to wait a few days until the treasury notes were received, when they would be paid the balance.

Question. In what way has the navy agent, so far as you know, ever used the money of the government for his own benefit or advantage, beyond the strict requirements of his duty?

Answer. In no way that I am aware of. I think I should certainly have known it if he had done so.

Question. In what way has he used the money of the government for his own advantage?

Answer. He has never used it to his own advantage that I know of.

Question. Has he not paid accounts before they were due, and got a percentage upon them?

Answer. No, sir; not that I am aware of.

Question. In how many cases has the navy agent received a part of the profits upon articles purchased in open market?

Answer. He has never received any profit at all that I am aware of.

Question. Not from Secor & Co?

Answer. No, sir.

Question. Is there any understanding that any of the parties of whom purchases are made shall divide a portion of the profits with the navy agent or anybody under him?

Answer. No, sir; there is not; I never heard of any understanding of the kind; I never heard it mentioned or breathed by any one.

Question. Has he received money, so far as you know, from persons of whom these purchases are made?

Answer. No, sir; not for that purpose. The only way that he has received money has been from contractors for having their contracts signed. As regards their sureties, it is requested that the navy agent should certify, to the best of his knowledge and belief, that he has made due inquiry in regard to them, and believes them to be responsible. In the advertisements for these contracts it is stated that some one of the officers of the government therein named shall state something of this kind; otherwise, their offers will not be entertained.

In some cases Mr. Sanders has charged three dollars for doing this. Sometimes one man will call upon him to certify as to his sureties in four or five offers, and then he charges three dollars for the first one and a dollar each for the others. It is the usual custom, so far as I understand it, for those officers of the government who are authorized to make this certificate to make a charge for doing so. One man told me that he had paid the district attorney seventy-five dollars for certifying to his sureties in fifteen offers.

Question. What personal supervision does the navy agent give to the duties of his office?

Answer. He gives a general superintendence to the duties of his office. We have, ordinarily, every day a letter or several letters from the auditor authorizing the stoppage of allotments. We term that the ordinary duties of the office, to which Mr. Sanders gives no attention, but lets the clerks attend to it. But if any matter arises with the bureau to demand his attention, he always directs the writing of the letters, &c. He keeps a general supervision of the business of the office.

Question. Does he supervise the keeping of books and accounts?

Answer. Yes, sir.

Question. How often is he in his office?

Answer. He is there every day when he is in town; I do not know that I ever knew him to miss a day when he was in town since he has been navy agent, except on one or two occasions when he was sick.

Question. What portion of the time has he been absent from the city since he has been navy agent?

Answer. It would be difficult for me to say, as I never took any note of it. I cannot tell you exactly what part of the time he has been away, because I have never given the matter any thought.

Question. In his absence who performs those duties which he performs when there?

Answer. Mr. Forrest supervises the business of the office when Mr. Sanders is away.

Question. Who determines, in Mr. Sanders' absence, the persons for whom purchases in open market are to be made?

Answer. Mr. Forrest; he says to whom the requisitions are to be sent.

Question. Are they all sent to Secor & Co?

Answer. No, sir.

Question. Are not a greater portion of them sent there?

Answer. No, sir.

Question. Are not more sent to Secor & Co. than to any other house?

Answer. No, sir; there is not.

Question. What house gets the most of them?

Answer. Mr. Kennedy, a contractor, receives the greater portion of them. He is a very heavy contractor; I suppose his contracts are larger than those of any other contractor who has dealings at our office.

Question. Do you say that the greater portion of the articles bought from your office are bought from Mr. Kennedy?

Answer. Yes, sir; because most of the articles bought are embraced in the line of his contracts. All articles of hardware and such like go to him.

Question. Do you know what proportion of the articles purchased in open market are purchased by those connected with the yard without the intervention of the navy agent?

Answer. Yes, sir; I made up a statement the other day, and it quite exceeded my expectations, for I found that three-fourths of the articles bought in open market were purchased by the yard, either with or without the immediate order of the bureau, and cases have frequently occurred where they have made requisitions upon our office for articles and we have directed certain parties to furnish them, and upon their going to the yard they find that the articles have been furnished by some one else under order from the yard. Sometimes the requisitions sent to us indicate that such and such a person is a contractor for the articles required, and afterwards we find out there is no such article in his contract. There is a great deal of irregularity in that way.

Question. Do you know of any irregularities and abuses in the navy agent's office?

Answer. No, sir, I do not. The reason why I referred particularly to this matter of requisitions is, because it has caused us a great deal of trouble. Persons to whom we have sent these requisitions, upon hearing at the yard that the articles have already been delivered there by other parties, have blamed us, in many cases, for trifling with them.

Question. You have no means of knowing then, when these requisitions are sent to you, that the articles called for have been previously furnished?

Answer. No, sir.

Question. What steps are taken when articles are purchased in open market, to see that they are put at fair prices?

Answer. I do not know about those purchased in the yard; that is beyond our office. The first knowledge, generally, we have of things purchased at the yard is the presentation of the bill to us, approved by the proper officers of the yard. In one instance Mr. Sanders did take exceptions to a bill for some beef and pork, for some \$17,000, and referred it to the department, but it afterwards appeared that the purchase was ordered by the bureau, and the department sent on the money to us to pay the bill.

Question. What do you say of Mr. Swackhamer's knowledge of books and accounts, and his liability to be mistaken in regard to them?

Answer. I have been in the office with him for five years, and I must say that I never saw a person more entirely unacquainted with accounts than he was when he came there. It seemed as if his mind was not at all adapted to accounts.

Question. Then why was he kept there so long?

Answer. I can hardly give any reason, except that it was a desire on Mr. Sanders' part not to offend Mr. Swackhamer's brother, or to cause him any hard feelings. Mr. Sanders has always appeared to

me to be a man of very kind feelings, and in no way inclined to cause a person any trouble or pain. I will say this, that Mr. Sanders intimated to me, I think the first week he came into office, that it was not his intention to keep Mr. Swackhamer.

By Mr. Groesbeck :

Question. Are the duties of the navy agent such as to require his daily attendance through the year at his office?

Answer. I should think not.

Question. Are there seasons of the year when his presence is required in his office more than it is required at other seasons of the year?

Answer. Yes, sir.

By Mr. Ready :

Question. Is there more or less business done in the office of the navy agent every day?

Answer. There is a great deal of business done there every day.

Question. Does Mr. Sanders reside in the city?

Answer. Yes, sir ; his residence is in West Fourteenth street.

Question. What proportion of his time is he absent from the city ?

Answer. I am unable to say, and would not like to state, because I cannot state exactly what proportion of his time he is absent.

Question. Do you know of his having made several trips to Kansas ?

Answer. He has been there three times, I believe.

Question. How long was he absent ?

Answer. The last time about a month, I think.

Question. How long was he absent upon the three occasions, a longer or a shorter time ?

Answer. I think the first time he was away only three weeks ; the second time he was away about five or six weeks.

Question. I do not know as I fully understood your explanation about the entries being made after the payments were made. Repeat that part of your testimony again, so that I may get a proper understanding of it ; I mean that part about entries being made several days after payment.

Answer. Upon our receiving money from the treasury there have been at times several applicants for money ; some of the contractors have perhaps twenty or thirty bills to be paid, and it is an hour's work sometimes to enter one payment. In cases where I have been in a great hurry I have spread all the bills out before me, taken the total of all the amounts, and drawn a check for the total ; and then the bills may not be entered for perhaps two or three days, when we have more leisure.

Question. What is done in the meantime with these bills ?

Answer. We put them in the safe where we keep all the other bills.

Question. Are they put in with the other bills promiscuously ?

Answer. No, sir ; they are tied up in a bundle separately until we have more leisure to enter them.

Question. Then when you have leisure these bills serve you as memoranda by which to make your entries ?

Answer. Yes, sir.

By Mr. Groesbeck :

Question. State to the committee whether it is usual or not that the navy agent draws for funds as he needs money to make these payments, or whether he keeps an amount of money on hand sufficient to meet the requirements of the office? How is that? What is about the average amount of funds which the navy agent has on hand in his official character?

Answer. We usually make up our requisitions for money once a week. The bills come over from the yard, and we usually have about bills enough to make up every week from twenty to eighty thousand dollars. We draw for money usually on Saturdays. All these bills are made in triplicate, and we can draw no money until one of these triplicate bills is sent on to the bureau, and the money is only sent to pay the bills which we forward to the department, except the money that is reserved for allotments, which amounts to about \$10,000 a month.

Question. Am I to understand you, then, that you do not keep any money on hand to pay for purchases?

Answer. Yes, sir; we do not.

Question. Your allotments amount to about \$10,000 a month?

Answer. Yes, sir.

Question. How often do you draw money to pay allotments?

Answer. Every month.

Question. What is about the average amount of money which the navy agent keeps on hand for the purpose of meeting the requirements of the service, as far as those requirements are connected with his office?

Answer. That is a very difficult question for me to answer. Sometimes we have considerable money on hand, and sometimes our funds are very low, indeed. At the present time we have a large balance of money on hand, for the reason that many persons for whom we have money have not been there to draw it. Mr. Cromwell of the Cromwell line of steamers receives every month for the vessels which he furnished the government for the Paraguay expedition, \$3,000 each per month. The money is on hand to pay for this purpose, but the bills have not been presented, because, I suppose they have not been returned from the department as approved. As soon as they are presented they will be paid. It is very seldom that we have a large balance on hand; in fact we try to keep our balance reduced by the payment of bills as much as possible, that being in accordance with the wishes of the Secretary.

GEORGE A. BLOOD.

Appendix to Anson Herrick's testimony.

NEW YORK NAVY YARD,
Office of the Storekeeper, February 14, 1859.

DEAR SIR: Your committee required me to forward copies of the blank forms used in the transaction of the official business of this office, which I herewith enclose. I have noted upon the back of each

the purposes for which they are used ; and from them, the committee will be able to understand the whole process of obtaining supplies for the navy, from the first requisition of the master mechanic to the final payment of the bill by the navy agent. You will see that the storekeeper only receipts for the delivery; after the bills have been certified by the inspecting officer. In the Bureau of Yards and Docks, the constructing engineer generally certifies. In the Bureau of Construction, the second lieutenant of the yard and the chief engineer are usually the inspecting officers.

Very respectfully,

ANSON HERRICK.

Hon. JOHN SHERMAN, *Chairman, &c.*

No. 1.

This is the form of requisition made upon the storekeeper by the master mechanics and others, which is countersigned by the head of the department requiring the goods, constructing engineer, naval constructor, chief engineer, &c.; upon which, after approval by the commandant, the storekeeper acts. If the goods are in store they are delivered; if not, requisitions are made on the yard departments or the navy agent; or if it be for cordage, we make requisitions upon the Boston navy yard; if for copper, upon the Washington yard, &c.

U. S. NAVY YARD, NEW YORK.

No.

There is required under the appropriation for _____ for _____ 185 .
Bureau of _____ department.

Price.	Dollars.	Cents.

Approved,

Commandant.

Received from Anson Herrick, naval storekeeper, the abovenamed articles.

No. 2.

This is the form of the storekeeper's requisition upon the timber inspector for timber or lumber :

U. S. NAVY YARD, NEW YORK, _____, 185—.

SIR :

for the U. S.
appropriation for
Bureau of _____

Be pleased to deliver
Department,

Requisition No. _____
the following articles :

Respectfully, &c.,

U. S. Naval Storekeeper.

To

Inspector of Timber, &c.

No. 3.

This is the form of the storekeeper's requisition upon the yard departments for articles manufactured in the yard :

U. S. NAVY YARD, NEW YORK, ———, 185—.

SIR :

for U. S.

Requisition No.

Bureau of

There is required to be prepared
Department,

appropriation for

the following articles:

Respectfully, &c.,

_____,
U. S. Naval Storekeeper.

To Naval Constructor, Sailmaker, Chief Engineer, Master of the yard, &c., as the case may be.

No. 4.

This is the blank form of the storekeeper's requisition upon the navy agent. If the goods are contracted for, the storekeeper notes the fact, and names the contractor. If they are not contracted for, the navy agent purchases at his discretion, the storekeeper making them "open purchase:"

U. S. NAVY YARD, NEW YORK, ———, 18—.

No.

SIR :

There is required under the appropriation for
Bureau of

Respectfully, your obedient servant,

_____,
U. S. Naval Storekeeper.

Approved :

Commandant.

To the Navy Agent.

No.

Appropriation for

Bureau of

No. 5.

This is the blank form of bills rendered by contractors to the Bureau of Construction :

[In triplicate.]

U. S. NAVY DEPARTMENT, *Bureau of*

Appropriation,

To

Dr.

185 .		Class No.	Contract of	Dollars.	Cents.
Requisition No.					

Having examined the articles charged above, I certify that }
they are of the best quality, and agreeable to the contract. }

Inspecting officer.

U. S. NAVY YARD,
to
(name appropriation.)

dollars

185 .—Received the above articles, amounting
cents, on account of improvements, &c.,

Naval Storekeeper.

Approved

, 185 .

Commandant.

NAVY AGENT'S OFFICE,

185 .

Received of

, Navy Agent,

dollars

cents, in full for the above bill, and have signed

receipts.

No. 6.

Blank bill of reservations on contracts; Bureau of Construction. Twenty per cent. is reserved on all contracts till the same are completed.

[In triplicate.]

U. S. NAVY DEPARTMENT, *Bureau of Construction, &c.*

To

Dr.

Appropriation,

To amount of
Navy Yard

per cent. reservations on delivery of
under contract, dated

at the

18 .		Class No.				
		On bill of this date				

Having carefully examined the above per cent. reservations charged in this
account, I certify that they are correct, and that the contract of
for class No. has been completed.

Naval Storekeeper.

U. S. NAVY YARD,

18

This bill is approved for

dollars.

Commandant.

NAVY AGENT'S OFFICE
Received of
in full for the above bill.

18
Navy Agent,

dollars,

No. 7.

Blank bill of contractors in the Bureau of Yards and Docks:

[In triplicate.]

THE U. S. NAVY DEPARTMENT, to
Bureau of

Appropriation for

Dr.

185			
		\$	

Having examined the articles above charged, certify }
that they are of good quality, and conformable to con- } [Signed here by inspecting officer.]
tract, dated

185 . Received the above article for (name the appropriation.)
Navy Storekeeper.

NAVY YARD, NEW YORK,
sum of
\$

185 . This bill is approved for the
dollars.

Commandant.

NAVY AGENT'S OFFICE, New York,
N. Sanders, Navy Agent,
of the above bill.
\$

185 . Received of George
dollars and cents, in full

No. 8.

This is the blank for open purchase bills:

[In triplicate.]

THE UNITED STATES NAVY DEPARTMENT, to
Bureau of

Appropriation for

Dr.

185			
		\$	

Having examined the article above charged, we certify }
that it is of good quality, and charged at the market price. } [Signed by inspecting officer.]

185 . Received the above article for (name the appropriation.)
Navy Storekeeper.

NAVY YARD, NEW YORK,
immediate delivery of the articles mentioned in this bill, and there not being time to ad-
vertise for proposals, the articles were properly obtained by open purchase, and the same
is approved for the sum of
\$

185 . The public exigencies required the
dollars and cents.

Commandant.

NAVY AGENT'S OFFICE, *New York*,
Navy Agent,
and have signed triplicate receipts.

185 .
dollars and

Received of George N. Sanders,
cents, in full of the above bill,

\$
No. 9.

This is a certificate bill where there is no question about market price, where the article is not contracted for:

[In triplicate.]

THE U. S. NAVY DEPARTMENT,

To

Dr.

Bureau of

Appropriation for

185			
		\$	

Having fully examined the above charge,
certify that it is correct.

185 .

Navy Storekeeper.

NAVY YARD, NEW YORK,
sum of

185 . This bill is approved for the
dollars.

Commandant.

NAVY AGENT'S OFFICE, *New York*,
Sanders, Navy Agent
above bill.

185 . Received of George N.
dollars and cents, in full of the

Appendix to Wm. Merrifield.

NEW YORK, *March 6, 1858.*

DEAR SIR: On my return here I learn that my friend from my district have no consideration with you, that I have but one from my district, and that other Congressmen have their due proportion.

I now inform you that I have the evidence of these facts, and that unless you *immediately* write me, at Washington, that you will grant me what I am entitled to, and *forthwith* employ my proportion of men, I will *at once* demand your discharge. I have been forbearing sufficiently long, and now I will act, unless you deal fairly with me.

Respectfully, yours,

JOHN COCHRANE.

WM. MERRIFIELD, Esq.

NOTE.—At the time this letter was sent to me I had eleven men residents of Cochrane's district employed in the smith's department. I sent a list of the names at the time.

WM. MERRIFIELD,
Master Smith.

SEPTEMBER 16, 1858.

DEAR SIR: I want you to put on Edward Tracy, of the 11th ward, whom you know. I *must* have him put on, and *will not* be denied, if you have to turn out a man for him. I want, also, one man for John Hart, of the 11th ward. They both (Hart and Tracy) will be over to see you, when I want you not to fail to give each a place. I must have these places.

Yours, &c.,

JOHN COCHRANE.

Mr. MERRIFIELD.

BROOKLYN, *February* 15, 1859.

Enclosed you will find the letters sent to me by the Hon. John Cochrane.

Respectfully, yours, &c.,

WM. MERRIFIELD.

Hon. JOHN SHERMAN.

PHILADELPHIA NAVY YARD.

No. 21.—TESTIMONY OF JOHN J. McELHONE, PHILADELPHIA.

JANUARY 31, 1859.

JOHN J. McELHONE, called and examined.

By the Chairman:

Question. Were you residing in Philadelphia preceding and at the time of the last October elections?

Answer. Yes sir.

Question. Do you know whether shortly before that election any member of Congress applied for a larger number of men to be put in to the navy yard than there was needed?

Answer. Not of my own knowledge.

Question. Did you ever hear anything of a correspondence between the commandant of the yard and the Department about receiving more men?

Answer. I have heard of it.

Question. Do you know anything of your own personal knowledge?

Answer. I do not.

Question. Was any of this correspondence published in the newspapers?

Answer. Not that I recollect, I do not think there was.

Question. Do you know whether the commandant of the yard was removed?

Answer. I think Commodore Stewart was the commandant of the yard at that time; he is not there now.

Question. When was he removed?

Answer. I think he resigned or obtained leave of absence.

Question. Were you often in the navy yard yourself?

Answer. No sir, I live some three miles from the navy yard, and when I went to that part of the city it was to attend public meetings at night, when the navy yard was closed.

Question. Who was the officer in charge of the yard last fall?

Answer. I think that Commodore Stewart had charge of the yard.

By Mr. Bocock:

Question. Do you know when Commodore Stewart left there?

Answer. I do not recollect precisely; and I know nothing more about it than what was stated in the newspapers, that is that he had resigned or gone abroad on leave of absence.

Question. Was that before the election or since?

Answer. Since the election; that is my impression of it, but I cannot be certain about these things.

J. J. McELHONE.

No. 31.—TESTIMONY OF HENRY S. CRABBE, PHILADELPHIA.

FEBRUARY 3, 1859.

H. S. CRABBE was sworn and examined.

By the Chairman:

Question. What is your official position?

Answer. My official position is commodore's secretary or commodore's clerk.

Question. How long have you been there?

Answer. I have been thirty-five years in the service of the government at the navy yard at Philadelphia, and twenty-six years in my present position.

Question. Has any effort been made during the last summer or fall to crowd the yard with laborers?

Answer. I can only say in answer to that, Mr. Chairman, that we had a very large number of people employed, but I do not know that any effort was made to crowd it more than the service demanded.

Question. Do you know anything about some fifty or sixty men put on there at one time by order of the Navy Department?

Answer. I know there were a number, the precise number I cannot tell, probably fifty or sixty, more or less, I am not positive about the number, employed as oakum spinners, I think.

Question. State the correspondence that occurred between the yard and the department in regard to those oakum spinners; the substance of it, as near as you can recollect it?

Answer. Without reference to the record I should not be willing to state under oath what the correspondence was; I do not know the nature of it; I do not know indeed that there was any correspondence, although there may have been. Without reference to the correspondence I could not say.

Question. Do you not know that an application was made to the commandant or to some officer of the yard, to put those men at work in that place?

Answer. I think so; but am not willing to state positively that such was the fact.

Question. What makes you think so?

Answer. There is something dwelling upon my mind that something of the kind occurred; but I have no reference to records, and am not willing to swear positively to the case. Something dwells upon my mind with regard to the occurrence you mention.

Question. Don't you know that the commandant of the yard declined to receive them, and wrote to the Secretary of the Navy for instructions upon the subject?

Answer. I have the same answer to give. I do think something of the kind occurred. My duty is to know these things, because I write the letters. I write all the correspondence between the commandant and the department, excepting where professional matters are concerned.

Question. Who was your commandant?

Answer. Commodore Stewart.

Question. Who is your commander?

Answer. Commander Carr.

Question. Can you remember the substance of a letter sent by the commandant to the Secretary of the Navy upon the subject of the employment of those oakum spinners?

Answer. I do not remember the substance of it; if I could I would acknowledge it at once.

Question. Do you say that you cannot recollect the substance of that correspondence?

Answer. Indeed I cannot; I have a very large correspondence to conduct, and it is impossible for me to have any distinct remembrance of any particular matter.

Question. Was a letter written upon that subject?

Answer. About the oakum spinners? I think so.

Question. Do you remember the reply of the Secretary of the Navy?

Answer. I think I do remember the substance of it, but it was from Commodore Smith, I am not positive about it. It is a very serious question to me, having no reference to the records; but I think I do remember that the substance of what he said was that the men must be taken in as the exigencies of the service required it, or something of that kind.

Question. What reply was made to that letter?

Answer. I cannot tell, sir.

Question. Were the men taken in?

Answer. Yes, sir.

Question. Were they needed in the yard?

Answer. Of that, sir, I am not competent to judge. My duties do not qualify me to judge. That is the naval constructor's business.

Question. Do you know that the naval constructor remonstrated against their employment?

Answer. I do not, sir.

Question. What did he say about it?

Answer. I don't know what he said.

Question. How do you know that he remonstrated?

Answer. Because I heard him say that their services were not needed.

Question. Did not he ask you about it?

Answer. Not the naval constructor, sir.

Question. The men were put to work under the naval constructor?

Answer. Yes, sir, under his authority.

Question. Upon whose recommendation was this done?

Answer. That I cannot tell. I will only say that the system upon which men are taken into the Philadelphia navy yard, is that by a printed regulation of the Bureau of Construction; the plan has been to make a requisition by the master workman who has the men under his control. That is sent to the naval constructor for approval, and then to the commandant for approval.

Question, I will ask you whether, when the master workman made

the requisition and sent it to the commandant, he did not decide that these men were not needed?

Answer. I do not think by written letter, or anything of this kind; but I have a distinct recollection of hearing him say they were not needed.

Question. Did not Mr. Florence appear in the yard and insist upon their admission?

Answer. Not to my knowledge.

Question. Did not you know that there was a dispute about it between Mr. Florence and the commander of the yard?

Answer. No, sir; I should not have known it in that case, but if it had been with Commodore Stewart I should.

Question. How long were the men employed in the yard?

Answer. Perhaps a month, or less; I have no idea.

Question. How long was it before the election?

Answer. It was before the election, but I cannot say how long.

Question. A few days?

Answer. I think not, many days,

Question. How many days, one or two hundred?

Answer. Oh no, sir; something more reasonable than that. Thirty days, or twenty perhaps, I am not able to state.

Question. I will ask you whether in September last all the departments of the navy yard were not fully stocked with men?

Answer. As I said before, we had a very large number of men employed in the navy yard until a very recent period, and perhaps we have had within the last six months more than we ever had before.

Question. How many had you in September last, as near as you can judge?

Answer. I think something like fifteen hundred, sir.

Question. What is your ordinary number?

Answer. For the last two years we have had from one thousand to twelve hundred, probably.

Question. How many have you now?

Answer. From nine hundred to nine hundred and fifty.

Question. When was the number largest?

Answer. In November last, to the best of my recollection.

Question. How was it between the 1st of September and the 1st of November?

Answer. It is almost impossible for me to give any answer to a question of that kind. I know that the number was gradually increasing, but I cannot tell to what extent.

Question. Has Commodore Stewart active charge of the yard?

Answer. No, sir; he has had leave of absence for six months.

Question. When did he leave?

Answer. Upon the 3d of December.

Question. Has any officer of the navy in Philadelphia been superseded during the last few months—superseded or removed?

Answer. Captain Lee was superseded last July.

Question. Do you know why?

Answer. His term of service had expired, according to the rule of the department.

Question. Do you know any other reason?

Answer. Not any, sir, is known to me.

Question. Where is your office as clerk of the commandant?

Answer. In the adjoining room to the commandant's office, with a communicating door.

Question. You conduct all the correspondence?

Answer. All the correspondence, excepting in the case where nautical knowledge is required, and then I take the commandant's rough draught, or instructions.

Question. If I understood you, you said that the substance of the Secretary's—I mean Commodore Smith's—reply was that the men must be taken, or the exigencies of the service provided for?

Answer. I think so; I do not answer that positively. That is my impression of the purport of the letter.

Question. Do you know whether any officer of the navy yard there had certified that the service demanded these eighty additional workmen?

Answer. No, sir.

Question. Do you know that they did not?

Answer. No, sir, I do not.

Question. Was the number sixty or eighty?

Answer. Sixty, I think, perhaps eighty.

Question. Was there any controversy in regard to any other requisition for new laborers?

Answer. There is a controversy about almost every requisition that comes up for the commandant's approval. He exercises his judgment about it, and sends for the naval constructor if he thinks the number proposed exceeds the government wants.

Question. Did the naval constructor object to any others after those?

Answer. Not that I am aware of, sir.

Question. Did you hear him say anything about this transaction?

Answer. Nothing, excepting about the oakum spinners I have mentioned.

Question. After that was any reference made to it?

Answer. No, sir; not to my knowledge.

Question. Did you have any conversation with him about it?

Answer. No, sir.

Question. Did he express any feeling about it?

Answer. No, sir; no further than he said he did not think they were needed.

Question. Did he say for what purpose they were introduced into the yard?

Answer. No, sir; not to me.

By Mr. Boccock:

Question. What particular work was going on last fall that made a large force necessary then? Was there any unusual amount?

Answer. Yes, sir; for the last two years there has been a very large

amount of work at the navy yard. At the time you speak of, we were repairing the "Congress;" building the "Lancaster," which was launched about the 20th of October; we were building what the government chose to call propeller sloop No. 1, giving her no proper name; and also the propeller sloop No. 2; we were fitting out a steamer for the Paraguay expedition; we were repairing a vessel which was run into by a United States ship, near Norfolk, a "Richmond" packet. I believe these were all the vessels on hand; and then we had the incidental work of the yard, as it occurs daily, the clearing up of the yard, &c.

Question. How does it happen that you are able to get along now with a so much smaller number of men? Have you a sufficient number of men now?

Answer. Yes, sir; the answer is simple. Two of the vessels I spoke of have been launched, and the workmen are no longer required, as when they were on the stocks. The "Congress" is nearly completed. The steamer for the Paraguay expedition has sailed. The packet ship "Richmond," which we were repairing at that time, has been repaired and left.

Question. When was the State election in Pennsylvania?

Answer. On the second Tuesday of October, I think.

Question. When did you commence the diminution of the number of men?

Answer. Not until after November, sir. It may have been in the month of November. I will not say positively it was after that month.

Question. Did you commence the diminution of the number of men before your work was diminished; or how was that?

Answer. No, sir; after the ships were launched—the last one was launched, I think, about the 19th or 20th of December—then we made a pretty large discharge. At all events, after that last ship was launched the number was smaller, and we have continued to decrease the number since.

Question. Do you know whether Mr. Florence had anything or not to do with those 50 or 60 oakum spinners, either way?

Answer. I believe they were put there at Mr. Florence's request. I had no positive knowledge of it. He never said anything to me about it.

Question. Why do you think so?

Answer. Because Colonel Florence was repeatedly at the yard at that time, and he may have spoken to others about it if not to me.

Question. The fact that he was there makes you think so?

Answer. Such an impression dwells on my mind.

Question. What has been the management of the yard, as to the quantity of work done in proportion to the amount of labor employed, the efficiency and excellence of the work, &c.

Answer. The working department of the yard, by the direction of the government, is entirely under the control of the constructor, who directs things as his mechanical judgment indicates to him is proper. The commandant exercises no control over that department, except-

ing so far as the approving or disapproving of the requisitions for workmen is concerned.

Question. What is the efficiency of the working department?

Answer. I know that the working department is very efficient.

Question. Do you know how the men work, as compared with workmen outside the yard?

Answer. No, sir; I do not. I have no opportunity of judging how they work outside the yard. My experience is altogether within the walls.

Question. What is the quality of the work?

Answer. The quality of the work performed at the Philadelphia yard will bear comparison with any in the world.

Question. You have been there a long time, and I should like to have your opinion as to any regulation by way of reform which could be adopted by the government. What could we do to increase the quantity of work and make the yard more efficient, or to save expense?

Answer. I understand the idea, but coming to me just at once, I don't know that I am prepared to answer it immediately. It seems to me that if the commandant were made responsible for the number of workmen employed, it would be a check upon an undue number being taken in. At present the commandant has not that authority; at least he is not the responsible authority. The commandant is not likely to be influenced by any political causes, as others might be.

By Mr. Groesbeck:

Question. Had you more men before the second Tuesday of October or after?

Answer. We had more men in the month of November than in October, so far as my memory serves me. I shortly since made a report to Commodore Smith giving a detailed account of the number of men employed for every half month during the year. That report I supervised.

Question. Who determines, when you have to increase the number of workmen, what shall be the number of the increase?

Answer. It ought to be determined by the naval constructor.

Question. Who determines it?

Answer. You are probably aware that in a navy yard there are various heads of departments, master carpenter, master blacksmith, master joiner, master laborer, &c. These gentlemen first make a requisition upon the constructor that so many men are needed. The constructor exercises his authority whether to allow or to disallow it. If he approves it, that requisition, in the same shape, is sent to the commandant. If he disapproves it, it is referred back, and the number reduced. If he does not disapprove it, the requisition passes and the men are employed.

Question. It is the master of the several departments, then, in the first instance, that determines the number of the increase to be made?

Answer. Yes, sir.

Question. These 60 men were all going into one department of the yard?

Answer. Yes, sir; under the immediate control of the master caulker.

Question. Were they all to work in that particular line?

Answer. Yes, sir, and all as oakum spinners. The master caulker has four descriptions of men; first the caulkers, then the seamers, to open the seam in which the oakum is to be placed; then the pickers and last the spinners to spin out the long lines to be driven into the seam. These four descriptions come under his control as master caulker.

Question. Did you ever have so large a number of oakum spinners as that before?

Answer. I am not sure of that; but I think we had, in 1837, when the "Pennsylvania," ship-of-the-line, was being prepared to launch.

Question. Do you know whether they had reasonable employment, or not?

Answer. I do not.

Question. How long were they continued there after the day of the election?

Answer. That I cannot answer; but I do not think a great while. I cannot give a positive answer. I do not know how long.

By Mr. Bocock:

Question. What need had they of oakum in the yard at that time?

Answer. We were building ships for the service, and they had to be caulked. The "Congress" was being repaired, the "Lancaster" was being built, &c.

By the Chairman:

Question. Was no mechanical skill required in this work?

Answer. Yes, sir; a little, or a little experience. He must have a little experience in the matter. It is spun out into long yarns and then carried out and put into the seams and driven in with the reaming iron.

Question. What is the best season of the year to repair a vessel?

Answer. Well, sir, I should say the fall, and I will tell you why. In the summer season the heat of the sun opens the seam after it is caulked, and it very often happens that it soon has to be re-caulked—sometimes the deck and sometimes the side.

Question. Is it not understood that the best month in the year for caulking a vessel is November or December?

Answer. I never have heard that expressed; but my own experience would suggest that the fall would be the best time.

Question. Has it not been very common and customary to send vessels to the navy yard of Philadelphia for repair within a month or so before election?

Answer. Not to my knowledge. They come at all seasons of the year; at mid-winter or late in the fall.

Question. Was it not done last fall?

Answer. Well, sir, the "Congress" came in there, so far as my knowledge goes, in June or July; and that is the only vessel sent there at that time, excepting the small steamer for the Paraguay expedition, a little steamer built in Rhode Island.

Question. Who were the owners of that little vessel?

Answer. I think, sir, a person by the name of Chapin; I do not know the initials.

Question. Did not that vessel belong to Tyler, Stone & Co.?

Answer. Not to my knowledge.

Question. Had she been used as a coal tug before, between Hartford and Philadelphia?

Answer. She was used in that vicinity; but for what purpose I cannot tell.

Question. Do you not know?

Answer. No, sir; the only knowledge I have is, that it was a little steam propeller used in those waters.

Question. What was paid for her?

Answer. I do not know. There was a contract between the Bureau of Construction and the owners of that vessel, which I never saw. I do not know anything about the price.

Question. Do you fill more than one office at the Philadelphia navy yard?

Answer. No, sir.

Question. Have you within the last year performed the duties of others?

Answer. I have assisted at others, but I have not performed the duties of others. My son holds the office of clerk of the yard, and we are very often up until 12 o'clock at night, and frequently until 3 or 4 o'clock. No one man could do all the work. At this time, during my absence, my son is doing all my duties.

Question. Does your nephew hold an office?

Answer. My nephew holds the office of second clerk to the commandant.

Question. Have they not been absent while you have performed their duties?

Answer. Not altogether; I have had to perform the duties of three officers occasionally when they have been absent; they have been occasionally excused by the commandant and I have performed their duties; but they are there upon all occasions when their services are required.

Question. How much of the time are they there?

Answer. They may probably devote one-fourth or one-half of the time to the performance of these duties, I cannot say exactly, sir.

Question. Do they draw pay?

Answer. They draw their own pay and receipt for it.

Question. Is there any deduction in consequence of their absence, or are they salaried officers?

Answer. They are salaried officers, sir.

By Mr. Bocoek,

Question. What office does your son hold?

Answer. He is clerk of the yard.

Question. What office does your nephew hold?

Answer. He is second clerk to the commandant.

Question. What is your salary?

Answer. It is \$900 as the Fourth Auditor has decided; but under a late act of Congress I received a larger salary—\$1,200.

Question. What is your son's salary?

Answer. \$900.

Question. What is your nephew's salary?

Answer. \$750.

HENRY S. CRABBE.

No. 32.—TESTIMONY OF OVERTON CARR, PHILADELPHIA.

FEBRUARY 3, 1859.

OVERTON CARR was sworn and examined.

By the Chairman :

Question. What is your official position?

Answer. I am commander in the navy, sir; I am the executive officer of the Philadelphia navy yard.

Question. Where are you stationed?

Answer. I am now attached to the Philadelphia navy yard.

Question. When did you go there?

Answer. The first of July last; I will state that the Philadelphia navy yard was a little different then from what it now is, from the fact that the real commandant being old and living out of town most of the duties as commanding officer were thrown upon myself.

Question. State, if you please, what you know about the controversy in regard to some oakum spinners put into the yard some time during the last fall or summer?

Answer. I am a little at a loss as to the date; there was a requisition made for eighty oakum spinners; where that requisition came from I do not know; but the constructor refused to sign the requisition for these men to come in; I ought to explain that this is a matter which belongs to the bosses of the yard, as they are called, the master mechanics, the master caulker, &c., and the constructor of the yard; we, the navy people proper, have merely a sanction; that was so then, it is not so now. They made this requisition, and it was brought to me. First, I believe it went to the constructor, Mr. Grice, who refused to sign it; the master caulker brought it to me; I was then young in the yard; had been there perhaps a couple of months, and I said no; unless Mr. Grice requires these people, I will not sign such a requisition. The sanction of the commandant of the yard is for the purser to pay; there the thing stopped; I cannot tell you how or why it was done; for we had, I think, 10 or 15 oakum spinners in the yard; the matter came down here to the department and we had an order, (I am trusting to memory, gentlemen,) I think, from Commodore Smith, the chief of the Bureau of Yards and Docks, which is regarded by us as authority as much as the Navy Department itself, to take in eighty oakum spinners; I then went to Mr. Grice and said to him that those eighty men would do up the work in a short time; I should have said that these oakum spinners whom we had were old salts, who had lost their legs perhaps, because this work is nothing but rubbing the oakum upon the knee, and we

can employ these men at that. Said I, if you do that, you will turn out these people; you will do up the work in a short time, and they will have to go. The order was issued; these men came in, and did the work; and when the work was done they were all discharged. That is all I know about the eighty oakum spinners, excepting that I may add that in the morning I had the curiosity, having heard so much about politics, to go down and take a look at these people when they came in; and they were the lame, the halt, the blind; but they did the work; I made a place for them until they worked the oakum up.

Question. By whom were these men selected?

Answer. Under the master caulker.

Question. What part had Mr. Florence in this transaction?

Answer. None, that I know of.

Question. Was he in the yard at the time?

Answer. No, sir; I think he was at Washington; I am not sure of that.

Question. Was his name mentioned in connexion with that?

Answer. Never; he never applied to me, and I never put one in; but the list came up to me signed by the master caulker, and endorsed by the constructor, and I think I signed it; for you will find from the regulations that it is a matter left entirely with them.

Question. How long before the election were these persons let in?

Answer. We have so many elections there that really I cannot say.

Question. I mean the October congressional election?

Answer. My memory is at fault, but I think it was six or eight weeks after I went there; about the first of September, I suppose, but I cannot say positively.

Question. Do you know how long they were kept?

Answer. No, sir; but, trusting to memory again, possibly three weeks; the books will show.

Question. Were they kept diligently at work?

Answer. Yes, sir.

Question. Was it before or after the election that they were discharged?

Answer. They were discharged before the election. There may have been some kept until afterwards. But the work was very soon done up, and in the sloop caulking now we are using the very oakum spun at that time.

Question. Could those 15 men you had at the time have done the work necessary for the yard?

Answer. No, sir; because we were ordered to prepare the Lancaster immediately for launching, and to build the sloop as soon as possible, and get everything ready for her.

Question. What accumulation of men was there about the time of the election?

Answer. I think roughly, trusting to memory entirely, 1,600 and something. One fact is that we had more men after the election than at that time or before.

Question. Were more men employed than were really necessary to do the work then going on?

Answer. No, sir, I think not; that is my province; there might have been a great many men who skulked, for, as you may suppose, one eye cannot superintend 1,700 men, nor can 40 men do it. They were immediately under the direction of the master mechanics.

Question. Had you any power in the selection of these men as to their qualifications?

Answer. None, sir, excepting the sailor gang of 40 to 60 men, whom I employ about the ships, and anchors, &c., and whom I have entire charge of. As to the men employed under the master mechanics, the carpenters, &c., none, sir; it is left entirely to the master mechanics.

Question. Were there any complaints made to you as commander that some of these men answered to the roll call and shirked their work?

Answer. No, sir, none; because he would have been discharged immediately.

Question. What was the object in getting these oakum spinners in there?

Answer. I cannot tell you that, sir; we obey orders—at least I do.

Question. I ask whether, in your judgment, it had anything to do with the pending election?

Answer. I give you, sir, the truth in candor; I had been so short a time there, and was so little of a politician that I knew nothing about the elections; I do not know; I only know that we have not had any oakum spinners in since, and I did not order them in.

Question. Do you know Mr. Florence, the member from that district?

Answer. Yes, sir, I know him.

Question. How frequently was he in the yard?

Answer. I have only known him since I have been in the yard there. It is hard to say how often he was there. I cannot say that he is more in the yard than Mr. Phillips or Mr. Landy.

Question. Upon whose recommendation are the master workmen appointed?

Answer. I do not know, sir; but I presume it is like every other appointment under this government of ours. I know they are appointed by the bureaus. It comes as an executive appointment.

Question. You do not know upon whose recommendation?

Answer. No, sir, I do not; I have no means of knowing.

By Mr. Boccock:

Question. From your knowledge of the condition of the public work there, and of the time at which these men were appointed and discharged, was the impression made upon your mind at the time or not, that their being brought into the yard had reference to the election?

Answer. No, sir; in one respect, yes; not as to the men, but as to the work; because the work was ordered there, and there was the work to be done. We were ordered to build two sloops. The work was there and we had to draw in these people, for instance, as to the piling away of the live oak. If you will allow me I will explain that. Mr. Swift had some there, and it cumbered the yard so that I saw that the men could not come in or the live oak must go out, and I

wrote that to the bureau. Then Mr. Swift wrote. Pile it, if you can find a place, at my expense. I acceded to that, the department approved it, and it was piled away. The work was there to be done. My associations are entirely different from those people and I knew nothing about it excepting officially.

Question. You say these men were the lame, the halt, and the blind. Did that have the effect of preventing their discharge of the duties of an oakum spinner?

Answer. No, sir. [The witness proceeded to explain by illustration the process of oakum spinning.]

Question. Did they work faithfully there?

Answer. Yes, sir, I believe. I made it my practice at half-past eight, when I was through my breakfast, to go straight through, and to go through four times a day to see the men at their work.

Question. Was it necessary to have oakum?

Answer. Oh, yes, sir; you do not launch a vessel until she has been caulked, sides, decks, &c. We caulk them upon the stocks.

Question. Did the employment of these oakum spinners operate prejudicially to the interests of the government, or not? Would it have been better for the interest of the government not to employ these men than to employ them?

Answer. No, sir; not as to the government. But it was a little detrimental to those in there who might have been employed all winter. For instance, we have a master caulker with but two men in the yard. The caulking oakum spinners are all gone. If you, gentlemen, will give us an appropriation for two or three more vessels, we have the most of the oakum there, spun already.

By Mr. Groesbeck:

Question. You have an extra supply there?

Answer. No, sir; we have a supply. We anticipate a little for we do not know when an order may come.

Question. What is the general arrangement of the yard in reference to the workingmen, their fidelity, &c.? What has it been since you have been there?

Answer. That is difficult to answer, because four or five weeks ago we had an order which makes the management entirely different from what it was before that. Before that time, not only in my time, but under Captain Lee, my predecessor, there was a difficulty. There had been a fight for a long time, for five or six years, between the military authority and the political authority. In other words, Mr. Grice, and those bosses or master mechanics, before that time, under an order dated 1855 or 1856, had the management. It was mainly under the bosses and under the constructor.

Question. Under whom is it now?

Answer. Now it is under Captain Engle and myself.

The witness was shown the following:

CIRCULAR.

NAVY DEPARTMENT, *December 14, 1858.*

The commandant of the navy yard, at any time when in his judgment the public interests require it, is authorized to direct the discharge of any of the men employed in the yard under his command.

He will report to the department when the services of any of the master workmen can be advantageously dispensed with; also any just ground of complaint which may come to his knowledge against any of them.

ISAAC TOUCEY,
Secretary of the Navg.

To the COMMANDANTS of *Navy Yards.*

Question. Is that the order to which you refer?

Answer. Yes, sir, that is the order.

By Mr. Ritchie:

Question. What was the quality of the work done in the yard?

Answer. I can only tell you as regards my own experience in the vessels in which I have served, and from what I have seen, so far as my judgment goes, there is none better. I served in the "German-town," which was built there, and we were proud of her. That was years ago, and I do not know that the skill has deteriorated at all. I do not know that the work is not as good now as then.

Question. Does the work at present seem to be well done?

Answer. Yes, sir, I think it is good; I see none better. One thing is to be born in mind, I am speaking of the hull, masts, sails, and rigging. Steam machinery we have nothing to do with. That is built outside.

By the Chairman:

Question. What, so far as you know, determines the appointment of the master workman: is it political considerations or the fitness of the man for the place?

Answer. They were all there when I went there, and have all been there since.

Question. How has it been in the navy yards generally for the last few years?

Answer. Of my own knowledge I know nothing, but I can give you the general impression among the naval people that it is a question of politics. I know nothing about it, but that is the opinion among us.

Question. Have you any control over their discharge?

Answer. No, sir.

Question. Is not that power given under this late order?

Answer. No, sir, that only instructs us to report them.

Question. How are they appointed?

Answer. They are appointed down here, I believe, by the Bureau of Yards and Docks. The circular gives us power to discharge the men, but they are under the charge of these master workmen. But I am especially responsible for the care of the ships, and I will have

sixty sailors to take care of those ships. I am responsible for that, and these men are left entirely to me.

Question. To what do you attribute the decrease in the number of men in your yard? to the effect of that order?

Answer. No, sir; we are worked up. We have launched the Lancaster and the No. 1 sloop; the "Congress" is ready; we have stored all the timber, and we intend to make further discharges as soon as we have cleared the yard up.

By Mr. Ready:

Question. Has it been customary, in the navy yard at Philadelphia, to introduce an extraordinary number of laborers in any one department and work up a large amount of material, and to keep it on hand ready for use when called for?

Answer. We never did it before, and we have never done it since, during the time I have been in the yard. I do not know the custom, because I never was at a navy yard before, excepting as a midshipman when a youngster aboard ship.

Question. Do I understand you to say that since the election there has been a larger number than before?

Answer. Yes, sir; I think so.

Question. State whether this employment in the caulking department, to which reference has been made, produced any waste?

Answer. Oh, no.

Question. Was it produced at an extra cost? I wish to know whether there was any waste of money in that employment; whether it was anything more than crowding into that month labor which otherwise would have been suspended for two, three, or more months?

Answer. No, sir; there was no loss of money or material, because the material was there and has been used since. The difference was that instead of employing fifteen men for three months, we employed eighty men for perhaps three or four weeks. I speak generally; I do not mention that for number and dates.

By Mr. Bocock:

Question. Do you say, without reference to this order, that you had before no power over the selection of the men employed?

Answer. None, sir, over the mechanics.

[The witness was shown the following, from the regulations of 1857:

"They (the master workmen) will be allowed the selection of the operatives to be employed in their respective branches of labor, subject to the approval of the chiefs of departments and the sanction of the commandant, and will be held accountable for the proper execution of the work under their charge, and that none but efficient and competent men be employed."]

Question. Is that in accordance with what you state?

Answer. Yes, sir; that produces the idea clearly. The circular is not in that language. This says, under our "sanction." That sanction, as Commodore Stewart construes it, was an order to go upon the purser's books, and for the purser to pay them.

Question. Had not the requisition to be approved by the commandant of the yard?

Answer. Certainly; but allow me to illustrate. I am, in the yard, a naval officer. You, as master blacksmith, say that certain men are needed, and efficient. I will not undertake to say that a machinist or a blacksmith is not a good workman. The master workman is to be the judge of that; he is supervising the workmen. But if I find him skulking; if he is drunk or disrespectful, I can turn him out, and there is the authority for it. As to the good workmen, that rests entirely with the master workmen, the bosses of the departments under the constructor. The order of December 14 rather contravenes that article.

OVERTON CARR,

Commander, United States Navy.

No. 82.—THOMAS B. FLORENCE, HOUSE OF REPRESENTATIVES.

FEBRUARY 14, 1859.

THOMAS B. FLORENCE called and examined.

By Mr. Bocock:

Question. Did you call upon Commodore Smith, or upon the Secretary of the Navy, during the last summer in regard to the employment of certain oakum spinners in the Philadelphia navy yard?

Answer. I did.

Question. Please state all that occurred with regard to that matter; your interview with the department, and the result of it.

Answer. I think it was in the month of August. (I am not very sure of the date because I may here just premise, parenthetically, that it is no unusual thing for me to make an effort to obtain employment for the workmen of my district in Philadelphia for any department of the government. I have been at it ever since I have been in Congress and before. Consequently I cannot exactly fix the time.) I think it was in the month of August, however. I understood that the necessities of the service at Philadelphia would require an addition to the force of that yard of some 30 or 40 spinners of oakum. I said to the master workman, why not make it 80? there are men starving. My house is run down daily by applications from people absolutely starving for want of employment. Why can't you make it 80? He said, Mr. Grice objects to it. Said I, I don't understand why, in the present dearth of employment, 80 people cannot be employed for three weeks and have the service performed at once, as well as to have 30 or 40 persons employed for six or eight weeks. I think half a loaf is better than no bread. I will see if I can't get it done, because I believe they ought to be employed; and if it is no disadvantage to the service I will see that they are, if I can accomplish it. I came to Washington, (not for that purpose, however,) a few days afterwards; and I went to the Secretary and complained to him that the dearth of employment in Philadelphia was so great that it was an act of charity to give employment to as many men as could possibly be employed. If the necessities of the service require 30 oakum spinners, I desired

that it might be increased to 80; for I had learned that that number could be accommodated in the oakum loft; that they could be employed without disadvantage to the government, and it was right to give them the employment. The Secretary said he knew nothing about the working of that department, and referred me to Commodore Smith, and said that if Commodore Smith, chief of the Bureau of Docks and Yards, could consent to it, consistently with the duty he owed to the service, it might possibly be done. I went to Commodore Smith and told him what I have told you. Said he, will you put that on paper? I said, yes, gladly enough; hand me a sheet of paper and I will write a letter to you, and let us give some of these people bread. I related the circumstances. There was a lithographer, a young man with a family, who could earn \$28 a week by lithographic printing when he could have the work, but who had been unemployed 13 months, and was absolutely starving. Give such a man three or four weeks' bread, and in that time some turn of affairs might occur by which he could get employed at his business. While these people were really starving, it was better to employ 80 men than 30, and spin enough oakum to meet the wants of the service and end it. That was the case, and two-thirds of them, I think, were dismissed in three weeks.

Question. Was that before the election or after it?

Answer. It had nothing whatever to do with the election.

Question. Were they discharged before the election?

Answer. They were; nearly or quite all of them.

Question. How long before the election?

Answer. About six weeks, I think; as many as four weeks, certainly.

By the Chairman:

Question. You handed the letter to Commodore Smith; what then?

Answer. He told me he would make the order; the order was made, the men were employed, and thanked God a thousand times for it.

Question. Did you have further conversation with the Secretary about it?

Answer. No, sir; I do not think I saw him after that. I had accomplished my mission, and I thanked God for it, and I whipped it off to Philadelphia to give bread to those people; and I will do it again if the same necessity suggests itself.

By Mr. Boccock:

Question. Were you in the yard while these men were there?

Answer. I am frequently in the yard. I was born not very far from it and have lived near there all my life. If I did not go into the yard, the people there would hardly know why, and their curiosity would be excited to know what had become of me. I began very early with that, and am going on with it, and intend to continue until the day of my death, if I can. I am a sympathizer with these working people, and I try to be their champion and defender. It has been in pursuance only of the generous sympathy of the human heart which has prompted me to do what I have in relation to procuring employment for the working people of Philadelphia and elsewhere, upon my conscience and honor.

By Mr. Ritchie:

Question. Have you never made any distinction between men of different parties?

Answer. I have generally recommended democrats.

Question. Then your sympathies were upon that side then?

Answer. I have generally recommended democrats; they are generally suffering the most, and have less chance than the others up our way. I do not know whether in this instance I discriminated at all, for others may not have applied to me, but I trust that is not a crime.

By Mr. Bocock:

Question. Were any men appointed under this order that were not able to discharge the duties of the place?

Answer. I apprehend not. The oakum loft is always, or is regarded as a refuge for the halt, the lame, and the blind. The labor is merely the manipulation of broken up rope. It is a sort of refuge for caulkers, sailors, ship carpenters, &c., who are aged and unable, physically, to do hard work. I do not know that they are all democrats, numbers have got work there who are not democrats. A good many had work through my efforts, and by the aid I presume of my democratic colleagues, who worked during the period before and at this election against us, certainly against myself. I may as well say this to go with the other. My own judgment is that a majority of the ship carpenters of Philadelphia are not with us. I think, for I have been told so, they are mostly Americans; I mean to convey the idea that they, in their political opinions, are of the American party, so called; but I believe, for I have been so informed, a good many of them living in my district voted for me at the last election; indeed I have heard that all did, with scarcely an exception. There was a peculiar association of influences that brought it round. These political revolutions are ever going on; sometimes these influences throw up a different vote. Since I have been a candidate for Congress, there have been two or three revolutions in the sentiment of the district I represent. I have been generally thrown up on the top wave, whatever brought it about, and sometimes I have been aided by gentlemen not of my political household. I think it was so in the last instance, that I was materially aided by men not of my party, political faith or opinions.

Question. Do you know how often Mr. Phillips was in the yard?

Answer. Very seldom, sir. I do not think he has been there four times in his life. I have known Mr. Phillips from his earliest boyhood, and I have had with him that sort of intimacy that one friend has with another. I think he went twice to the navy yard during the last summer, and I do not think he was there at any other time. I am very sure he was not in the habit of going there. Mr. Phillips and I differed somewhat in our opinions as to the conducting of the navy yard.

Question. Was there any addition made to the number of men employed in the Philadelphia navy yard, at the request either of yourself or of any one else within your knowledge, just before the election?

Answer. By the department, no. I am all the time trying to get people in. I wrote yesterday perhaps a dozen letters, and expect to do the same to-morrow. I refer the matter to the master workmen.

I am recommending men every day of my life. I have sometimes 50 letters a day, most of them asking for employment in the navy yard, the dearth of employment is so great. Gentlemen can hardly appreciate the position in which I am placed, unless they occupy a similar position. In the cities we have all sorts of mechanics asking for work. In the navy yard at Philadelphia, there was an unusual press of business last summer. There were three vessels-of-war being constructed at the same time, which was a very rare circumstance, and it rendered necessary the employment of a larger force than usual. It directed attention to me and to every member of Congress from that vicinity, and everybody else who was supposed to have any influence or intimacy with the master workmen. It brought down hundreds of people who were desiring to get employment. I never turned a man away from my door, and they came very, very often. I expect to go on with it just so far as the government necessities require it. How far they are required is not for me to say, the people at the yard are responsible for that. There was a large force required last summer, and sometimes I thought they did not take in enough. When I asked for people to be taken on, I thought they did not evince interest enough to give these poor people employment, and I protested earnestly to them many times they did not feel the deep interest they ought to for those who were suffering.

By Mr. Ready:

Question. It seems to me that the last question has not been fully answered. I should like to have a categorical answer to the question whether the number of men in the navy yard was increased just before the last election?

Answer. There were additions all along, up to the election, and after the election. It depended upon the peculiar employment there. After the oakum spinners were dismissed the caulkers would be employed. As soon as the necessity for them was removed they would be dismissed. They were going on employing and dismissing just as the public emergencies required it. I know that there were discharges made just before the election of workmen whom the department no longer required. I cannot answer this question squarely, because there are spar makers, sail makers, caulkers, riggers, ship smiths, ship carpenters, joiners, laborers, oakum spinners, and men of other occupations. When the caulkers were wanted they were taken in, and as soon as they were done with they were dismissed, because they could not be employed. That I know was done. So with the oakum spinners; they were taken in, the work was done, and they were dismissed. I do not know of any one being taken into the navy yard, especially at that time, excepting laboring men. They were needed for the purpose of discharging at that time a large quantity of lumber. I was informed by a naval officer, Captain Carr, that two weeks before the election there were fourteen vessels in the river opposite the navy yard discharging timber, and a large number of men were required to pile it away. As I had no control over the matter I cannot say exactly what time they were discharged. Whenever it was, I exceedingly regretted it.

Question. Do you know of any person being employed there shortly

before the last election in the expectation that it would influence their votes?

Answer. No, sir.

Question. What part did you take in the controversy between Norris, and Reaney, Neafie & Co? Which side did you take?

Answer. None whatever.

Question. Were you here at Washington with regard to that matter?

Answer. I was here in November, when General Norris came to me and told me that he was in some trepidation with regard to the situation of his contract or proposal to construct machinery for sloop No. 2, now being constructed at Philadelphia.

Question. Did you go to the department with him?

Answer. I did, and asked that he might have a fair consideration; that he was entitled to it. The Secretary told me that he should have it.

Question. Were any political considerations suggested to the Secretary?

Answer. I said he was a democrat, I believe. I said he was entitled to consideration upon that score, but I urged that he was a man of science, that he had an excellent reputation as a scientific man, and I thought he ought to have fair play. I spoke to the Secretary very candidly about it.

Question. Did other members of Congress take the opposite side?

Answer. I do not know. I merely happened to be here, and General Norris came to me, and said he was fearful he should not have fair play. I told him I would see Secretary Toucey about it. I thought his fears were unfounded. I told him that I thought Mr. Toucey would resist determinedly all interference with a fair consideration of the bids, and I had confidence he would do so. General Norris expressed his fear of improper influences controlling an engineer officer attached to the department. I assured him, that in my judgment, Governor Toucey would not countenance such a wicked, dishonest, and mischievous interference. The Secretary of the Navy assured me he would permit no injustice to be done to General Norris, but would instantly dismiss any officer who was guilty of it. I was satisfied it would be so, and gave General Norris the assurance of my conviction that Governor Toucey would insist upon full justice being awarded to him by officers under his control. My agency and interference ended here.

THOMAS B. FLORENCE.

APPENDIX.

DOCUMENTS RECEIVED FROM THE NAVY DEPARTMENT.

BUREAU OF YARDS AND DOCKS, *January 31, 1859.*

SIR: I have the honor to reply to the 10th, 11th, and 12th interrogatories of the committee of investigation, of which Hon. John Sherman is chairman.

The enclosed paper, marked A, exhibits "the number and pay of master workmen prior to and since the 4th March, 1857, at the New York navy yard," and is a reply to this part of interrogatory No. 10.

In regard to the "mode of appointment," I state that master workmen are appointed by the Bureau of Yards and Docks, by order of the Secretary of the Navy.

The "reasons for changes" were presumed to be because the appointing power thought such changes necessary to promote the general interests of the public service.

In reference to interrogatory No. 11, I state that the records of this bureau do not show "any correspondence has taken place with members of Congress since March 4, 1857, relating to the change or appointment of master workmen."

The paper herewith transmitted, marked B, exhibits the "new offices or employments, with the pay of each, since March 4, 1857," and is the answer to the 12th interrogatory.

I have the honor to be, sir, yours, respectfully, &c.,

JOS. SMITH.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

BUREAU OF YARDS AND DOCKS, *February 1, 1859.*

SIR: The bureau herewith replies to the 8th interrogatory of the investigating committee, of which Hon. John Sherman is chairman.

"The number of men employed in the Brooklyn navy yard on the 1st and 15th days of the months of October, November, December, 1858, and January, 1859," is as follows:

	Men.
From the 1st to 15th October, 1858	2,365
From the 16th to 31st October, 1858	2,414
From the 1st to 15th November, 1858	2,488
From the 16th to 30th November, 1858	2,319
From the 1st to 31st December, 1858	2,188
From the 1st to 7th January, 1859, as per last returns from the yard	1,930

The semi-monthly rolls have not yet been received for the month of December, 1858, and hence the number of men for the whole month is furnished.

The causes of the "increase and diminution" were stated in my letter of the 27th ultimo.

I have the honor to be, very respectfully,

JOS. SMITH.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

PAPER A.—REPLY TO TENTH INTERROGATORY.

List of master workmen at the New York navy yard.

Occupation.	Prior to March 4, 1857.			Since March 4, 1857.		
	Names.	Daily pay.	Date of order from Bureau of Yards and Docks for discharge or appointment.	Names.	Daily pay.	When appointed, &c.
Master ship carpenter	James R. McGee	\$4 00	-----	James R. McGee	\$4 00	Appointed May 10, 1853.
Master blacksmith	Wm. Merifield	3 50	-----	Wm. Merifield	3 50	Appointed April 29, 1853.
Master spar maker	Francis Phillips	3 50	-----	Francis Phillips	3 50	Appointed April 23, 1853.
Master cooper	Theop. Hardenbrook	3 50	-----	Theop. Hardenbrook	3 50	Appointed ---, 1819.
Master ship joiner	Hiram Funk	3 50	May 18, 1857	Hiram Funk	3 50	Discharged May 19, 1857.
Do	-----	-----	do	Romeo Friganzer	3 50	Appointed May 21, 1857.
Master block maker	Peter McManus	3 50	Feb. 22, 1858	Peter McManus	3 50	Discharged March 3, 1858.
Do	-----	-----	do	John Fox	3 50	Appointed March 4, 1858.
Master calker	Henry S. Strickland	3 50	July 2, 1857	Henry S. Strickland	3 50	Discharged July 3, 1857.
Do	-----	-----	do	David Hogg	3 50	Appointed July 3, 1857.
Master painter	Lewis W. Berry	3 50	Mar. 18, 1858	Lewis W. Berry	3 50	Discharged March 22, 1858.
Do	-----	-----	do	William Turner	3 50	Appointed March 22, 1858.
Master boat builder	John Doherty	3 50	May 30, 1857	John Doherty	3 50	Discharged June 1, 1857.
Do	-----	-----	do	James Kerrigan	3 50	Appointed June 2, 1857; superseded December 11, 1857.
Do	-----	-----	Oct. 26 and Dec. 10, 1857	Alfred P. Clark	3 50	Appointed December 12, 1857; superseded December 21, 1857.
Do	-----	-----	Dec. 19, 1857	James Kerrigan	3 50	Appointed December 21, 1857.
Master plumber	Stephen R. Danegar	3 50	May 30, 1857	Stephen R. Danegar	3 50	Discharged June 1, 1857.
Do	-----	-----	do	A. J. McCarty	3 50	Appointed June 2, 1857.
Master laborer	W. H. Sharp	3 00	do	Wm. H. Sharp	3 00	Discharged June 1, 1857.
Do	-----	-----	do	Hugh McLaughlin	3 00	Appointed June 2, 1857.

PAPER A—Continued.

Occupation.	Prior to March 4, 1857.			Since March 4, 1857.		
	Names.	Daily pay.	Date of order from Bureau of Yards and Docks for discharge or appointment.	Names.	Daily pay.	When appointed, &c.
Master dock builder—	William Morgan.....	\$3 00	Oct. 26, 1857	William Morgan.....	\$3 00	Discharged November 4, 1857.
Do				Nicholas Murphy.....	3 00	Appointed November 5, 1857.
Timber inspector	Joseph Simmons.....	\$1, 050 00	June 25, 1857	Joseph Simmons.....	\$1, 050 00	Discharged June 29, 1857.
Do				John Orr	\$1, 050 00	Appointed June 29, 1857.
Master machinist				Thomas K. Faron.....	3 50	Appointed July 8, 1858.
Do				Thomas K. Faron.....	\$1, 500 00	Pay raised October 1, 1858.
Master house carpenter—				Lawrence Cohane.....	3 50	Appointed May 26, 1857.
Do				John Ross	3 50	Appointed June 10, 1858.
Master mason				Elias J. Sturgis.....	3 50	Appointed November 5, 1857.
Master stone cutter.....				Daniel Kennedy.....	3 50	Appointed June 29, 1857; discharged November 24, 1857.
Do				Daniel Kennedy.....	3 50	Appointed January 18, 1858; discharged December 16, 1858.
Master laborer in constructing engineer's department.				Alexander Ward.....	3 00	Appointed August 21, 1857; resigned June, 1858.
Master laborer in constructing engineer's department.				John Vandervort	3 00	Appointed June 10, 1858.
Master boiler maker.....				John Maxon	3 50	Appointed June 10, 1858.
Master moulder				David Heustis.....	3 50	Appointed October 26, 1858.

c Per annum.

PAPER B.—REPLY TO TWELFTH INTERROGATORY.

Report showing the number and names of new offices or employments made in the navy yard, New York, since March 4, 1857.

Name of office.	Daily pay.	When made.	By what authority.
Master house carpenter-----	\$3 50	May 26, 1857.-----	Letter of Bureau May 21, 1857. This office was in existence until the 31st December, 1855, when the occupant of it was discharged; the duty in the mean time having been performed by a foreman, at \$3 per day.
Master stone cutter-----	3 50	June 29, 1857.-----	Letter of Bureau June 25, 1857. A new office. The stone-cutting work was, until the 31st December, 1855, done under the supervision of the master mason, and from that time to the 29th June, 1857, under the foreman of masons.
Master laborer in the civil engineer's department.	3 00	Aug. 12, 1857.-----	Letter of Bureau August 11, 1857. This office is a new one, the duty having previously been performed by a foreman, selected by the constructing engineer.
Master mason-----	3 50	Nov. 5, 1857.-----	Letter of Bureau October 26, 1857. This office was in existence until 31st December, 1855. From that date till the 5th November, 1857, the duty was performed by a foreman, at \$3 per day.
Foreman of saw-pits-----	2 50	June 10, 1858.-----	Letter of Bureau May 31, 1858. This office was recreated, it having previously been abolished, and the occupant discharged by order of the Bureau of October 2, 1856.
Master boiler maker-----	3 50	June 10, 1858.-----	Letter of Bureau May 31, 1858. A new office; the duty having been performed by a workman previous to that date, at \$2 50 per day.
Master machinist-----	3 50	July 8, 1858.-----	Letter of Bureau July 2, 1858. Previous to July, 1858, the duty was performed by a foreman, at \$3 50 per day.
Master moulder-----	3 50	Oct. 26, 1858.-----	Letter of Bureau October 19, 1858. Previous to October, 1858, the duty was performed by the present incumbent under the title of foreman of foundry, at \$3 50 per day.
Superintendent of foundation for marine barracks.	W. C. Jones, 2 50	October, 1858.-----	Letter of Bureau October 18, 1858. A new office.
Foreman of oakum factory-----	2 50	April 2, 1857.-----	Letter of Bureau March 14, 1857. George Stratford was appointed foreman, to superintend the making of oakum, on recommendation of Chief Engineer Gay.

o Until October 1, 1858, and then \$1,500 per annum.

BUREAU OF YARDS AND DOCKS,
February 3, 1859.

SIR: I have the honor to reply to the second interrogatory of the second series of the investigating committee, of which Hon. John Sherman is chairman, so far as it applies to this bureau.

In my opinion, portions of the work at navy yards might be advantageously done by contract; such as piling, grading, cutting stone, gravel filling, excavation, and such like work. There should be no law, however, making it obligatory to contract for these objects, but it should be left to the discretion of the Navy Department.

The erection of large and substantial buildings, such as are required for stores and workshops, and the work done on docks, quay walls, and basins, although it may be at a less cost by contract, yet it would not be of that substantial and reliable character as if performed by days' work, under the immediate supervision and direction of the officers of the yard.

If it shall become the policy of the government that the contract system shall operate largely in the navy yards, there will, of necessity, arise clashings of jurisdiction as well as discipline, when the workmen of the contractors and the employes of the yard shall be brought together on the various works of the yard. One set of men would be under orders from contractors, and the other under the control of the authorities of the yard, and difficulties would necessarily arise which might tend to impair discipline, and, perhaps, otherwise embarrass the general operations of the yard.

I have the honor to be, very respectfully, your obedient servant,
JOSEPH SMITH.

HON. ISAAC TOUCEY,
Secretary of the Navy.

Answer to the seventh clause of the resolution of the special committee, &c., of the House of Representatives, Hon. John Sherman, chairman.

NAVY DEPARTMENT, October 25, 1858.

SIR: Upon the reporting of your successor, Commodore S. L. Breese, you will regard yourself as detached from your present command, and you will report, by letter, to the Secretary of the Treasury for temporary duty during the absence of Commodore Shubrick, as a member of the Light-house Board.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Commodore L. KEARNY,
United States Navy, New York.

NAVY YARD, *New York*, October 30, 1858.

SIR: Commodore Breese reported at this yard yesterday, the 29th instant, and will assume his duties on Monday, the 1st November proximo.

I have this day reported, by letter, for duty under the Treasury Department.

I am, sir, very respectfully, your obedient servant,

L. KEARNY, *Commandant*.

Hon. ISAAC TOUCEY,

Secretary of the Navy, Washington.

NAVY DEPARTMENT, *November 22*, 1858.

SIR: I have received your letter of the 15th instant, in which you say that it is represented to you that the masters in the Brooklyn navy yard, in refusing employment to poor democrats residing in your district, act under the express or implied sanction of this department.

This representation is altogether mistaken, and without the slightest foundation. I know of no reason why the democrats of your district should be proscribed at the Brooklyn navy yard, and I have received no information that the masters, who, by the regulations of the department, have the selection of the workmen, have taken any such course.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. HORACE F. CLARK, *New York*.

Answer to the 9th clause of the resolution of special committee, Hon. Mr. Sherman, chairman.

BUREAU OF YARDS AND DOCKS,

January 26, 1859.

SIR: I have the honor to acknowledge the reference of the letter of Hon. John Sherman, chairman of the naval investigating committee, dated the 25th instant, and, in reply to the 9th clause of the committee's resolutions, herewith append a synopsis of the "class and pay of the officers, foremen, master workmen, and laborers of the navy yard, Brooklyn," as taken from the pay-roll for December last, viz :

Carpenters, ship.....	1 master.....	\$4 00
	1 draughtsman.....	3 00
	1 assistant inspector.....	2 50
	4 quartermen.....	3 12
	161 journeymen.....	2 50
	16 journeymen.....	2 25
	2 journeyman.....	2 00
	4 apprentices.....	1 12
	1 foreman.....	3 12
	1 gun-carriage maker.....	2 75
Gun-carriage maker.....	8 gun-carriage makers.....	2 50
	1 gun-carriage maker.....	2 25
	4 gun-carriage makers.....	1 75
	2 laborers.....	1 12
	1 borer.....	2 50
Borers.....	50 borers.....	2 00
	3 borers.....	1 75
	2 borers.....	1 50
	2 laborers.....	1 38
	35 laborers.....	1 25
	6 laborers.....	1 12
	1 laborer.....	1 00
	1 superintendent.....	3 00
	7 joiners.....	2 25
	2 joiners.....	2 00
Sawyer.....	1 foreman.....	2 50
	1 sawyer.....	2 25
	27 sawyers.....	2 00
	2 sawyers.....	1 50
	18 laborers.....	1 25
	1 laborer.....	1 37
	1 laborer.....	1 12

Answer to the 9th clause of the resolution—Continued.

Blacksmith	1 master	\$3 50
	1 foreman	3 12
	20 smiths	2 50
	16 smiths	2 25
	17 smiths	2 00
	5 smiths	1 75
	43 helpers	1 38
	8 helpers	1 25
	1 apprentice	1 38
	1 apprentice	62
	5 laborers	1 12
Joiner	1 master	3 50
	2 foremen	2 81
	86 joiners	2 25
	9 joiners	2 00
	1 joiner	1 75
	1 apprentice	1 24
	1 apprentice	78
	4 laborers	1 12
	1 laborer	1 00
	1 minor	78
Calker	1 master	3 50
	1 foreman	3 12
	59 calkers	2 50
	2 calkers	2 50
	1 calker	2 25
	2 calkers	2 00
	1 calker	1 50
	1 apprentice	1 12
Calkers, &c	1 scraper	2 00
	1 spinner	1 50
	10 spinners	1 25
	5 spinners	1 12
	2 oakum	1 00
	1 boy	25
	1 master's attendant	2 00
	1 laborer	1 50
	1 laborer	1 12
	5 master's laborers	1 50
	2 gunner's laborers	1 00
Storekeepers	1 foreman	3 00
	4 laborers	1 50
	2 laborers	1 25
	12 laborers	1 12
Yard labor	1 master	3 00
	2 foremen	1 56
	1 foreman	1 56
	1 foreman	1 25
	10 laborers	1 25
	70 laborers	1 12
	1 laborer	1 00
Master's labor	1 foreman	1 56
	18 laborers	1 25
	1 foreman	1 40
	20 laborers	1 12
	1 laborer	1 00
Yard labor	5 foremen	1 40
	180 laborers	1 12
	3 laborers	1 25
	1 laborer	1 12
	1 laborer	1 25
	5 laborers	1 12

Answer to the 9th clause of the resolution—Continued.

Yard labor—Continued	1 laborer	\$1 25
	2 laborers	1 25
	8 laborers	1 12
	6 laborers	1 25
	27 laborers	1 12
Sail maker	2 foremen	2 81
	64 sail makers	2 25
	2 sail makers	2 00
	1 sail maker	75
	1 apprentice	1 24
	1 apprentice	56
	1 laborer	1 12
Mast maker	1 master	3 50
	1 foreman	3 12
	21 mast makers	2 50
	1 apprentice	1 12
	2 laborers	1 12
	1 laborer	1 00
Riggers	1 foreman	2 50
	29 riggers	2 00
	2 riggers	1 50
	2 laborers	1 12
Painters	1 master	3 50
	2 foremen	2 50
	41 painters	2 00
	6 painters	1 75
	1 apprentice	90
	1 laborer	1 12
Boat builders	1 master	3 50
	1 foreman	2 50
	21 boat builders	2 00
	1 apprentice	50
	2 laborers	1 12
Coopers	1 master	3 50
	1 foreman	2 50
	16 coopers	2 00
	2 laborers	1 12
Plumber	1 master	3 50
	1 foreman	2 81
	11 plumbers	2 25
	1 plumber	1 50
	17 coppersmiths	2 25
	2 tinnerns	2 25
	6 tinnerns	2 00
	1 tinner	1 75
	1 apprentice	1 46
	2 laborers	1 12
Block maker	1 master	3 50
	1 foreman	2 81
	25 makers	2 25
	1 apprentice	79
	1 laborer	1 25
	2 laborers	1 12
Clothing	1 superintendent	3 00
	3 assistants	2 00
	3 assistants	1 50
	10 laborers	1 25
	1 boy	1 25
	1 boy	75
Machinist	1 machinist	3 00
	1 rigger	2 00
	1 armorer	2 50
	1 helper	1 75
	2 helpers	1 50

Answer to the 9th clause of the resolution—Continued.

Gunner's crew -----	1 leather sewer -----	\$2 50
	4 leather sewers -----	2 00
	2 riggers -----	1 50
	1 laborer -----	1 40
	1 laborer -----	1 25
	20 laborers -----	1 12
Engineer, steam -----	1 hose maker -----	2 00
	1 engineer -----	3 50
	1 draughtsman -----	2 50
	1 engineer -----	2 75
	2 engineers -----	2 00
	2 engineers -----	1 75
	1 fireman -----	1 38
	5 firemen -----	1 25
Machinist -----	1 master, (per annum) -----	1,500 00
	2 foremen -----	3 00
	6 machinists -----	2 50
	6 do -----	2 25
	31 do -----	2 00
	42 do -----	1 75
	9 do -----	1 50
	21 do -----	1 25
	2 apprentices -----	1 12
	1 do -----	88
	1 master -----	3 50
Boiler maker -----	1 maker of boilers -----	2 50
	1 do -----	2 25
	11 do -----	2 00
	3 do -----	1 75
	4 do -----	1 50
Pattern maker -----	1 foreman -----	3 00
	1 pattern maker -----	2 50
	4 do -----	2 25
	4 do -----	2 00
	1 do -----	1 25
Oakum maker -----	1 foreman -----	3 00
	1 maker -----	1 25
	1 do -----	1 12
	3 boys -----	75
Founder -----	1 master -----	3 50
	1 teamster -----	2 50
	1 do -----	2 25
	1 do -----	2 12
	5 do -----	2 00
	3 do -----	1 75
	1 do -----	1 62
	3 helpers -----	1 25
	9 do -----	1 12
	6 laborers -----	1 25
	1 do -----	1 12
Engineers' laborers -----	4 boys -----	75
	5 laborers -----	1 25
	1 assistant engineer, (per annum) -----	1,500 00
Civil engineer -----	1 superintendent of piling -----	5 00
	1 superintendent of foundation -----	2 50
	1 engineer -----	2 50
	1 do -----	2 00
	2 firemen -----	1 50
	4 blacksmiths -----	2 25
	1 rigger -----	2 00
	1 chief diver -----	2 50
	1 diver -----	2 25

Answer to the 9th clause of the resolution—Continued.

Civil engineer—Continued.....	1 diver.....	\$2 00
	1 diver.....	1 75
	1 diver.....	1 50
	6 laborers.....	1 50
Masons.....	1 master.....	3 50
	3 foremen.....	2 50
	46 masons.....	2 00
	2.....do.....	1 75
	1 apprentice.....	50
	5 drillers.....	1 50
	2 pavers.....	2 00
	1 paver.....	1 75
	15 slaters.....	2 00
Stone cutters.....	1 master.....	3 50
	1 foreman.....	2 81
	27 cutters.....	2 25
	1 cutter.....	1 75
	1 laborer.....	1 25
	1.....do.....	1 12
Dock master.....	1 dock master.....	2 75
	1 laborer.....	1 50
House carpenter.....	1 master.....	3 50
	2 foremen.....	2 50
	44 carpenters.....	2 00
Superintendent of filling grounds.....	1 superintendent.....	2 50
	6 assistants.....	2 00
Dock builder.....	1 master.....	3 00
	1 foreman.....	2 50
	1 builder.....	2 50
	23.....do.....	2 00
	4.....do.....	1 75
Laborers of the civil engineer.....	1 master.....	3 50
	2 foremen.....	1 56
	110 laborers.....	1 25
	5.....do.....	1 12
Laborers.....	2 foremen.....	1 56
	42 laborers.....	1 25
	1.....do.....	1 00
Laborers.....	1 foreman.....	2 00
	1.....do.....	1 40
	47 laborers.....	1 12
Laborers.....	2 foremen.....	1 40
	41 laborers.....	1 12
Miscellaneous.....	9 horses and carts.....	2 50
	8 writers.....	2 50
	5.....do.....	2 00
	1.....do.....	1 50
	1.....do.....	1 25
Teamsters.....	1 foreman.....	2 50
	5 teamsters.....	1 50
	15.....do.....	1 25
Watch.....	3 captains.....	1 50
	18 men.....	1 25

The *officers*, and pay of each, are under two heads, naval and civil, and are as follows, viz:

	Pay.
NAVAL.	
1 captain	\$3,500 00
1 commander	2,100 00
2 lieutenants, each	1,500 00
1 purser	2,500 00
1 surgeon	1,800 00
1 master	1,000 00
1 chaplain	1,500 00
1 boatswain	800 00
2 gunners, each	800 00
1 carpenter	800 00
1 sail maker	800 00
1 assistant to purser	500 00
1 steward, assistant to purser	480 00
1 steward, assistant to surgeon	480 00
CIVIL.	
1 naval constructor	2,600 00
1 naval storekeeper	1,700 00
1 civil engineer	2,500 00
1 inspector and measurer of timber	1,050 00
1 clerk of yard	1,200 00
1st clerk to commandant	1,200 00
2d clerk to commandant	960 00
1st clerk to storekeeper	1,200 00
2d clerk to storekeeper	900 00
1 clerk to constructor	800 00
1 draughtsman	900 00
1 clerk to inspector of provisions and clothing	750 00
1 porter	456 00

In reference to the "appointment, powers, and duties" of those connected with the navy yard, they are defined under two heads, thus:

NAVAL.

The commission and warrant officers are appointed by the President, and the clerks and stewards under this head by the purser and surgeon. The commandant commands the yard, and all vessels returning from or equipping for sea. He commands the officers, civil and military, attached to the yard. All orders go through him to others attached to the station, and all official communications from officers and others on duty pass through his hands for inspection and signature, to be forwarded to the department.

The commander of the yard is the executive officer, and attends to fitting of ships, the police of the yard, and executes the orders of the commandant. All others perform duty under the orders of their superiors.

CIVIL.

The naval constructor is appointed by the Secretary of the Navy. He has charge, and directs all persons employed on ships, spars, and boats, except the engines, which are superintended by engineers of the navy.

The civil engineer and his assistant are appointed by the Secretary of the Navy. He has the superintendence of all buildings, wharves, and docks.

The draughtsman is appointed by the civil engineer, and acts under his orders.

The inspector and measurer of timber is appointed by the Secretary of the Navy, and inspects all timber received at the yard.

The clerk of the yard is appointed by the Secretary of the Navy. He musters all employes on per diem pay; makes out the rolls on which payment of wages is disbursed; and turns them over to the purser, who makes the payment.

The other several clerks are appointed by the heads of their respective departments.

The naval storekeeper receives and issues all stores, except those under the head of ordnance, and provisions and clothing, which are separate departments, under navy officers.

Master workmen are appointed by the Secretary of the Navy. They have the power to appoint or select the men who work under them; but in all cases such selection must be approved by the head of the department over them, and also by the commandant. The duties of the master workmen are to execute the work assigned to them by their superiors.

The term "quartermen" applies to those who work on vessels, and "foremen" on yard improvements. They are appointed by the respective master workmen, and their duties are to superintend and lay out work for gangs of men under them.

Apprentices are taken, under rules prescribed by the Navy Department, in the different branches of work.

The bureau will reply to the 10th resolution as soon as practicable.

I have the honor to be, very respectfully, your obedient servant,
JOS. SMITH.

HON. ISAAC TOUCEY,
Secretary of the Navy.

WASHINGTON, D. C., *March 16, 1857.*

SIR: The undersigned democratic members of Congress from New York recommend the appointment of Alexander Ward as master laborer or inspector of timber at the Brooklyn navy yard.

Mr. Ward is a gentleman of unexceptionable character, and has rendered most efficient services to the democratic party. He is well qualified for the situation, and his appointment will be gratefully appreciated by the democracy of New York.

HORACE F. CLARK.
JOHN A. SEARING.
ELIJAH WARD.
JOHN KELLY.
JOHN B. HASKINS.
D. E. SICKLES.

I sign for Mr. Ward, and for him only, for this place. But this is not to conflict with my application for any man in my own district. Mr. Ward is in Mr. Clark's district.

JOHN COCHRANE,
Sixth Congressional District.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

NEW YORK, *April 6, 1857.*

DEAR SIR: May I take this method of recalling your attention to the matter of the appointments to be made by you connected with our navy yard. I expressed to you in Washington the opinion that, if deemed proper by yourself, the places of masters in the several departments should be distributed with something like equality among the six city congressional districts and the two adjacent districts upon the Long Island shore.

I made application for the appointment of Mr. Alexander Ward, of the eighth congressional district, (represented by myself,) to the place of *master laborer* or *inspector of timber*. I united with some of my colleagues in their recommendations of applicants from among their several constituencies to other masterships, but the appointment of Mr. Ward is the only one which I solicit on behalf of my constituency.

May I again call your attention to this subject, and request that you will give my application your favorable consideration in case you can adopt the principle to which I have referred, and which appears to me to be equitable.

The difficulty of obtaining a personal interview with you in Washington subsequently to the occasion when I called upon you at your

residence in company with Hon. John Kelly, has induced me to address you by letter.

I am, with much respect, your obedient servant,

HORACE F. CLARK.

Hon. ISAAC TOUCEY,

Secretary of the Navy.

BROOKLYN, *March 24, 1857.*

SIR: Enclosed I forward three affidavits—two against Wm. H. Sharp, master laborer in the yard, and one against Hiram Funk, master ship-joiner in the yard. I could send you fifty of a similar character, but it cannot be necessary to fill your office with such articles. The same charges exist against John Doherty, boat-builder, and Mr. Donigan, master plumber.

When in Washington I left the name of Richard Coggins, for plumber, in place of Donigan. He wishes to decline in favor of Thomas Giddings, whose application I forward by this mail. I trust he may be appointed.

Let me call your attention to my remarks about Mr. Hardenbrock, master cooper. He is an old soldier, and an honest, faithful man; but I am informed that Mr. Kelly is pressing a Mr. Warren for this place. Warren is well off, independent of the place, but in addition, he is an unreliable man as a politician. He encouraged the opposition to my election. But this all Mr. Kelly's friends and favorites did. They desired to defeat the democratic candidate in this district in order to perpetuate Mr. Kelly's influence in the yard, and Mr. Kelly now tries to sustain them, knowing these facts. In short, there was a regular conspiracy to defeat me for that object, and every possible falsehood was resorted to at the time, and will be used now to sustain these "gentlemen" in their places, and to get more of a similar character in the yard.

Yours, respectfully,

GEO. TAYLOR.

HON. ISAAC TOUCEY,

Secretary of the Navy, Washington city.

May I press these changes upon you, now that the New York appointments—

I respectfully ask permission to offer the following names for appointment to the positions herein designated. I believe that the public interests would be advanced by their appointment.

With great respect, your obedient servant,

GEO. TAYLOR.

Hon. ISAAC TOUCEY,

Secretary of the Navy, Washington city.

For master laborer in the Brooklyn navy yard, Hugh McLaughlin, in place of Mr. H. Sharp.

For master boat builder, James Kennigan, in place of John Doherty.

For master ship carpenter, Romeo Friganza, in place of H. Funk. The public interests imperatively demand this change.

Master house carpenter, Patrick O'Neil.

This position Mr. O'Neil has occupied for sometime; but as it was made subject to the civil engineer, O'Neil was not ordered to work. The civil engineer has kept the department under the control of a foreman, to the great injury of Mr. O'Neil. This position should be made independent of the engineer.

For master mason, Luke Rogers.

For master plumber, Richard Coggins, in place of ———.

These persons are all practical mechanics, well informed, industrious, and sober; reliable democrats, and good citizens.

GEO. TAYLOR.

BROOKLYN, *March 27, 1857.*

SIR: Enclosed you will find further affidavits against Funk, Murphy & Doherty, in the yard. I trust that more will not be required; but any number can be forwarded. When the masters have done their duty, I believe it important to the public service to retain them. No good purpose can be effected by the removal of such men. This I believe to be the case with all the masters in the yard except Funk, Sharp, Doherty, Strickland and Donnigan. These I think should be removed for causes partly shown. The other masters, James McGee, Joseph Simmons, Merrifield, Philip, Colonel Hardenbrock, Mr. Turner, Mr. Moore, Mr. McMannis, should be retained. The public interests require it and there is no earthly objection against them.

But some of the others should be removed at once. In Funk's department the government loss is very considerable every day. Some time since he had 120 men employed in his department at \$2 to \$2 25 per day. Mr. Friganza, who is perfectly competent to judge, and the foreman of the men, told me that he could select the proper men and do more work and do it better with 80 men, thus saving about \$90 per day to the government. This is important in addition to getting clear of a worthless man who is wholly unfit for the place. Inquire, if you please of Commodore Smith; he will give particulars.

I have omitted to press the appointment of John Coope for store-keeper in the yard, because I have been informed by Mr. Bayard who called with Senator Bayard on you, that you had decided that matter

in favor of Mr. Coope, and of course I did not desire to trouble you under such circumstances. Mr. Coope is sustained by three members of Congress and the entire official corps of the city of Brooklyn; and I sincerely trust that he will not be disappointed. Brooklyn, the third city in the Union, and which gave Buchanan over six thousand majority, has not yet received an appointment. All the important offices in the custom house were disposed of without reference to Brooklyn. I now ask in the name of the firmest and best democrats in the Union this petty appointment for a man pre-eminently qualified. And I protest in their name against the appointment of Mr. Herrick. He was opposed to Mr. Buchanan's administration and did nothing for his election, while Mr. Coope went to Cincinnati wholly to serve Mr. Buchanan. Mr. Herrick was indicted a few months since for taking a bribe while alderman. Such a man certainly cannot get a preference over a good man to take charge of everything in the largest navy yard in the Union.

But independent of this; he was not the friend of Mr. Buchanan, while Mr. Coope was; and New York has received every thing worth a cent, and this petty office Brooklyn asks from yourself and the President. And I appeal to the President and yourself to do something to sustain us, who have had so much to contend against, and who so gloriously triumphed over it all.

In this, as in relation to Mr. Murphy in the yard, together with the masters, I have said sufficient if not too much, and I now throw myself and district upon the well known disposition of the President and yourself to do justice in all things. But let me add, that these appointments in the navy yard should be settled at an early day. Everything is now in confusion, and the public interests will necessarily suffer until order is restored.

With the respect due, I am your obedient servant,

GEORGE TAYLOR.

Hon. ISAAC TOUCEY,

Secretary of the Navy.

NEW YORK, *April 6, 1857.*

SIR: I had intended to see you personally before this time, but a return of my "National Hotel" trouble has confined me to the house for the last week. I am exceedingly anxious to have some action in reference to the engineer in the navy yard. After his return home from Washington, he dismissed the few Brooklyn men under his employ, and hundreds of these men are now begging for work in our streets while their families are starving; but nothing can be done so long as that man is permitted to remain. Funk and Doherty pursue the same course. If I had not sent you sufficient evidence of their bad conduct already, I would trouble you with more; but I cannot think it necessary and do not wish to trouble you.

Permit me one word in respect to the master laborer. I understand that Mr. Maclay is urging a man by the name of Hoggett, for that place, a man of notorious bad character. I say unhesitatingly that

he would be a disgrace to the yard. See Mr. Hamilton's letter on file and the enclosed. Hoggett is one of the parties whom Mr. Murphy pays \$1 75 per day without labor. See Mr. Cauk's affidavit on file.

May I urge you to make the appointment of Mr. Murphy's successor. The appointment of Mr. Coope, storekeeper; Hugh McLaughlin, master laborer; James Kerrigan, master boat builder; and Romeo Friganza, master ship joiner, in place of Funk, at as early a day as possible. I assure you that party interests as well as the government interests demand this. If my health permits I will be in Washington the middle of this week, unless I am differently advised by you. I do most sincerely trust that Anson Herrick will not be appointed storekeeper. It is due to Brooklyn, and we trust that Mr. Buchanan will not overlook the third city in the Union, and one that gave him so large a majority, and especially to appoint a man of questionable character, like Mr. Herrick; nay, of well known bad character. I do not fear to say that he would be a disgrace to the administration. Seventeen thousand democrats in a vote of thirty thousand ask this office for Brooklyn, and they unite in asking it for Mr. Coope, than whom no man did more for Mr. Buchanan's nomination and election. Let me beg you to press this upon his Excellency's attention.

Very sincerely, your obedient servant,
GEO. TAYLOR.

Hon. ISAAC TOUCEY,
Secretary of the Navy, Washington.

NEW YORK, *April 17, 1857.*

SIR: I am informed that Hon. George A. Taylor, one of my colleagues, is now in Washington with a view of obtaining changes among the master workmen, &c., at the navy yard at Brooklyn, New York.

I represent a congressional district composed of four wards in Brooklyn and two in this city, and the democrats in it have an equal interest in the proper administration of the employments in the navy yard as those represented by Mr. Taylor. As a matter of justice to all concerned, I respectfully request that you will not make any of the changes requested until I can have an opportunity of making a representation to you personally. This I hope to do early next week. I have ventured to make this request of you for the reason that Mr. Taylor claims that all the appointments in the navy yard should be made at his own recommendation. A different usage has prevailed for fourteen years. I represented the district for which I am now elected during the administrations of President Tyler and President Polk. Mr. Henshaw, when Secretary of the Navy, examined this whole matter, and decided that one-half of the appointments of the masters at the Brooklyn navy yard should be taken from my congressional district. Mr. Bancroft did the same thing. Nearly all of the men who have for many years been in the habit of seeking employment at the navy yard, among the different trades, reside in my dis-

trict, which lies opposite to Brooklyn, and is what is termed a river district. Experience has shown that they should be represented among the masters in order to be treated with fairness in respect to employment, &c.

I make this statement not with a view to obtain appointments. I could wish indeed that no removals were made, but if the department decide otherwise, I then desire to be heard.

Very respectfully, your obedient servant,

W. B. MACLAY.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

BROOKLYN, *April 28, 1857.*

SIR: The appointments most important to my district, and which you thought of making this week, are, first:

Mr. Brown, of Norfolk, place of Murphy, engineer.

Hugh McLaughlin, master laborer, place of William H. Sharp.

Romeo Friganza, master ship-joiner, place of Hiram Funk.

James Kerrigan, master boat builder, place of John Doherty.

The removal of Murphy, Sharp, Funk, and Doherty, is requested by almost the unanimous voice of the district. It is a *party necessity*, besides, the interests of the government will be greatly benefited by it.

The persons recommending the appointment of Mr. McLaughlin agree with me in the other matters.

I take the liberty of sending this note to place the matter in a condensed form; and pardon me for begging you to give this your earliest attention. They will not delay the work in the yard, but will facilitate it. Friganza is at present the foreman.

Yours, respectfully,

GEO. TAYLOR.

Hon. ISAAC TOUCEY, *Secretary of the Navy.*

MAY 16, 1857.

MY DEAR SIR: May I ask that you will retain in the navy yard Daniel Kennedy, foreman of the stone cutters. He is a very useful man in his ward, and desires to keep his place. We, who are interested in the matter, are very anxious he should be retained by you.

Respectfully,

W. FOWLER.

MAY 16, 1857.

Permit me to unite in the within.

HORACE F. CLARK.

NEW YORK, *May 20, 1857.*

MY DEAR SIR: Mr. Daniel Kennedy, of the 20th ward, now holds the place of foreman of the stone cutters at the navy yard, and is

desirous of being promoted to the post of master stone cutter. I have suggested to Mr. Kennedy that the appointments of the latter class belong to the Secretary of the Navy; but he is of opinion that, in this particular case, the patronage is in your power. Should such be the case, allow me to commend him to your favorable consideration, and to hope that you will aid his advancement. Mr. Kennedy is an active democrat, a most worthy man, well qualified for the position, and would give general satisfaction.

Very truly, yours,

ELIJAH WARD.

C. K. GRAHAM, Esq.

NEW YORK, *May 27, 1857.*

DEAR SIR: Having heard that you contemplate making a change in the stone cutter department in the bureau over which you preside, at the navy yard, Brooklyn, and if such be the case, as under no other circumstances would I interfere, I take great pleasure in recommending Daniel Kennedy, who is now acting in the capacity of quartermaster, for the position as master stone cutter.

Mr. Kennedy is an excellent mechanic, and I venture to say equal to any in this city or State, at the business you employ men at. Having some knowledge of his qualifications, I speak and write as I know him to be.

Respectfully yours,

JOHN KELLY.

CHARLES K. GRAHAM,

United States Engineer, Navy Yard, Brooklyn.

NEW YORK, *June 4, 1857.*

SIR: I send herewith the application of Mr. Daniel Kennedy of my district, for the post of master stone cutter, and commend him to your favorable consideration. He is fully competent for the place, and his appointment would be highly acceptable. I hope this may be more successful than my late application for the appointment of George M. Munson as boatswain.

Very respectfully,

ELIJAH WARD.

Hon ISAAC TOUCEY,

Secretary of the Navy.

NEW YORK, *September 29, 1857.*

SIR: My absence from the city has prevented earlier attention being given to the charge made against Mr. Daniel Kennedy for refusing to dismiss a workman who was intoxicated while on duty. I have now the honor to enclose an affidavit of Mr. Kennedy, and a certificate of the clerk of the navy yard, which, I think, fully disprove the charge,

and show that Mr. Kennedy did all that was in his power. The affidavit also discloses the fact that Mr. Graham still refuses to permit Mr. Kennedy to either appoint or dismiss men under his department, and treats as a nullity the order of the 8th of July last.

Very respectfully, your obedient servant,

ELIJAH WARD.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

NEW YORK, *September 29, 1857.*

SIR: I enclose to you a letter addressed to me by Mr. Daniel Kennedy, master stone [cutter] of the Brooklyn navy yard, by which it appears that Mr. Graham, the engineer, still refuses a recognition of the order of the 8th July last. I also send a copy of the requisitions made by Mr. Kennedy, and refused by Mr. Graham. It would seem by these that the former is greatly embarrassed in the proper discharge of his duties. Mr. Kennedy, under my advice, has gone on quietly, in the hope that the engineer would at length yield obedience to your orders, but as several months have elapsed without a concurrence, I am compelled to appeal to you for relief. Mr. Alexander Ward, the master laborer, also informs me this morning, that Mr. Graham, in like manner interferes with his department. His case will be called to your attention by my colleague, Mr. Clark, in person. Allow me to hope that both will be disposed of together, and that instructions will be forwarded to Mr. Graham compelling a compliance with the order heretofore issued, a proper recognition of the rights of the master-men in his department.

I have the honor to be, your obedient servant,

ELIJAH WARD.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

[Private.]

NEW YORK, *January 17, 1859.*

DEAR SIR: You must excuse the many appeals I have made in behalf of Mr. Daniel Kennedy, master stone cutter in the navy yard, Brooklyn; but feeling that an injustice has been done him on the part of Mr. Graham makes me more than anxious for his restoration. You are aware that Mr. Kennedy was not the choice of Graham when he was appointed, he having recommended another person for that place. This circumstance of itself has made Graham feel towards him anything but pleasant. And he has taken all the advantages he could, from the mere fact of his position to domineer over him and to give him all the annoyances that he could.

Kennedy is an excellent stone cutter, and strictly honest in all his dealings; and I do hope you will do him the justice to restore him.

Graham is prejudiced against him without cause or justification, and I know that your high sense of honor will not permit a man to persecute a subordinate under him in any of your departments.

I have no feeling of enmity against Mr. Graham, nor never had, but I have always felt that his appointment to the place was unwise, as he has [an] irascible temper, and [is] incompetent for his position.

Yours, truly,

JOHN KELLY.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

P. S. Please answer.

NEW YORK, *June 29, 1857.*

DEAR SIR: At the request of Michael Reynolds, I enclose to you his application for the place of master machinist in the navy yard in the place of Mr. Kent, a republican.

His recommendations are very good and in my judgment disclose a satisfactory competency on the part of the applicant. He is from my district, and therefore he applies to me to forward his papers. I do so with pleasure, and hope for his success. But I disclaim any force to this application injurious to the applications already made by me. There are several from my district already, viz: Mr. Hogg, for master caulker, Mr. Clark for the same place; Mr. Coleman, for surveyor, Mr. Donnelly, for ship carpenter, Mr. Christian, for the same place, Mr. Savan, for master boiler maker. There may be others I have not mentioned. But I have *especially* asked for Mr. Hogg, as caulker, in the place of Mr. Strickland, and upon this many of my colleagues have relied.

I have ceased to feel any faith in this application, or any other that I have made, but cannot avoid doing my duty as a representative, leaving the ultimate responsibility to locate itself.

I am, very respectfully, yours,

JOHN COCHRANE.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

WASHINGTON, *May 10, 1858.*

DEAR SIR: I enclose to you a petition in behalf of Michael Reynolds, of my congressional district for the place of master machinist in the Brooklyn navy yard. It seems to be a supererogation to say that my district is but poorly recognised in the general distribution of patronage, and that I feel that I have a *right* to demand more favorable consideration.

Very respectfully, yours,

JOHN COCHRANE.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

[Circular.]

BUREAU OF YARDS AND DOCKS,
July 8, 1857.

COMMODORE: In the employment of the operatives at all the navy yards, the master workmen will be held to a strict accountability that none but competent and efficient men be employed, and that none be rated above their capability in their respective branches of labor, they will accordingly have the nominating of the men, subject to the approval of the chiefs of their respective departments and the sanction of the commandant of the yard.

The chiefs of departments will direct, from time to time, the number of men to be taken on to the works, and will submit all cases of delinquency on the part of master workmen to the commandant to be reported to the department.

You will see that this order be carried out at the yard under your command.

Respectfully, your obedient servant,

JOS. SMITH.

Commodore J. T. Newton, Portsmouth, N. H.; Stringham, Boston; Kearney, New York; Stewart, Philadelphia; Lavallette, Washington; Captain Dornin, Norfolk; Stribling, Pensacola; Farragut, San Francisco.

[Circular.]

NAVY DEPARTMENT,
December 14, 1858.

The commandant of a navy yard, at any time when in his judgment the public interests require it, is authorized to direct the discharge of any of the men employed in the yard under his command. He shall report to the department when the services of any of the master workmen can be advantageously dispensed with; also, any just ground of complaint which may come to his knowledge against any of them.

ISAAC TOUCEY.

Secretary of the Navy.

To the COMMANDANTS OF NAVY YARDS.

BUREAU OF YARDS AND DOCKS,
February 17, 1858.

SIR: In reply to the call made by the bureau for information as regarded the employment of workmen at the New York navy yard, amongst the many papers forwarded in answer to that call is the enclosed from Engineer Graham to the commandant, dated the 8th

FROM

LOH ILOH ILO
FROM FROM FROM

instant, and forwarded by the latter to the bureau. I respectfully submit the same for such action, if any, in the premises as you may be pleased to direct.

I have the honor to be, with great respect, your obedient servant,
JOS. SMITH.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

CONSTRUCTING ENGINEER'S OFFICE,
February 8, 1858.

SIR: The communication of the master dock builder in reply to yours of the 30th January, requires the following explanation: The subjoined persons, alluded to in it, acted as inspectors or clerks on the new purchase when it was being filled in. They were appointed by me, shortly after I assumed charge of the Constructing Department, in place of others who were appointed by my predecessor for the performance of the same duties, and who were discharged by me, either on account of their irregularity of habits or suspicion of their trustworthiness.

As no appointments designated by the name of inspectors or clerks are allowed, the engineer is obliged when similar works are under progress to rate persons performing this duty as mechanics, and detail them for that purpose. It is a custom sanctioned by usage of the department, and not one of my own creation. As their duties are entirely of a trustworthy character, and the engineer is personally responsible to the bureau for their fidelity, it is but just that he should have the selection of these men, and that they should be under his exclusive control. The persons I appointed were mostly gentlemen with whom I had been acquainted for years, or their appointments were based upon such certificates of men of character as justified me in placing implicit confidence in them. I would recommend in future, when works requiring the supervision of inspectors are in operation, that the engineer should be permitted to appoint them under that title, instead of being obliged to perpetrate a fraud by rating them as mechanics when they perform no mechanical duty, and are not even paid out of the fund from which the masters who desire to claim them as their appointments derive their sustenance.

Secondly. Mr. Murphy states in his answer to the communication that there are no persons employed "under his own immediate supervision who are not entirely competent." This, I am satisfied, is wholly untrue, as William Meehan, who is rated as a first class dock builder, and was appointed immediately after Mr. Murphy assumed charge at his solicitation, and under an assurance from him that all the persons recommended at that time (for there were four others with him) were able bodied and competent mechanics, has never performed one stroke of work, but has merely acted as Mr. Murphy's clerk and Mr. Kennedy's (master stonecutter) amanuensis.

I also desire to call your attention to the utter inefficiency of the dock builders' force, which has arisen in this way: on the 1st of

December last, when it was necessary to reduce it, I desired Mr. Murphy to divide his gang into two parts, one to work from the 1st to the 15th, the other from the 15th to the 1st; he did so, and selected all his own friends to work from the 1st to the 15th. This plan did not meet your approval, and was abandoned; consequently, those who were to have been relieved, if it had gone into effect, were continued on. About the 23d of December an order was issued by you, directing the dock builders' force to be decreased, and Mr. Hastings, who was acting during my absence in Washington, was authorized to carry the order into effect. He accordingly consulted with the master, and the result was the recommendation for the dismissal of six men. On the following day Mr. Murphy recommended the reappointment of James Faye, one of the dismissed, on the ground that he had been dismissed through inadvertence. The recommendation was subscribed by Mr. Hastings and approved by you. On the 26th I returned to my duties, and was informed by one of my writers that six dock builders had been discharged during my absence, and that subsequently one of them had been restored. I sent for the list, and, much to my surprise, found that the five men dismissed were among the most efficient in the department, and that the sixth man, James Faye, who had been reinstated, was the most worthless man in the force and, I have since ascertained, so notorious throughout the yard for laziness as to have acquired the soubriquet of the "lime-kiln man." I therefore directed that he should be suspended.

I distinctly charge that the act which caused the dismissal of these five men was one of undisguised political hostility; three of them were from Mr. Sickles' district, and all were suspected of having voted for Mr. Tieman as mayor. These facts, I have no doubt, were entirely unknown to Mr. Hastings.

At the present time, besides the foreman, I do not believe that one-half of the force are either able bodied men or efficient mechanics; the others are attachés of the master in his former position as foreman of carpenters, and were employed only because they were friends of the member of Congress, who obtained this present appointment for him.

In conclusion, I think that Mr. Murphy's lack of energy, garrulous, inquisitive and proscriptive nature entirely unfit him for his present position, and I therefore request that an early investigation be made into the affairs of his department.

Very respectfully, your obedient servant,

CHARLES K. GRAHAM,

Constructing Engineer.

Captain THOMAS R. ROOTES,

Commandant pro tem.

NEW YORK, October 9, 1858.

DEAR SIR: Upon inquiring I find that a number more men can be usefully employed in the master stonecutter's department at the Brooklyn navy yard. Eighteen cargoes of stone have recently been

received, amounting to about two thousand tons, which, with the amount before at the yard, makes the quantity on hand so large, that I am informed it would require the services of one hundred men for twelve months to work it fit for use.

The present force of stonecutters is only thirty men, including the master foreman.

The appropriation unexpended is adequate to justify an increase of the force, and I respectfully ask it.

Should the employment of an additional number of men in the stonecutter's department be authorized, it would prove of most essential service to the democratic party in my district at the approaching election. I solely make the application for an increase of force to you, as my relations with the civil engineer of the yard are not of such a character as to induce me to ask him to unite in the request.

Very respectfully, your obedient servant,

ELIJAH WARD.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

NAVY DEPARTMENT,
October 15, 1858.

SIR: I have the honor to acknowledge the receipt of your letter of 9th instant, and to inform you in reply, that the matter to which it relates has been referred to the commandant of the New York navy yard, to take such action in the case as it may require.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. ELIJAH WARD, *New York.*

NAVY YARD, NEW YORK,
October 19, 1858.

SIR: The department's letter of the 15th instant enclosing a copy of one from the Hon. Elijah Ward was received yesterday, the 18th instant, and the subject referred to the constructing engineer.

I now have the honor to enclose Mr. Graham's reply.

I am, sir, very respectfully, your obedient servant,

L. KEARNY, *Commandant.*

Hon. ISAAC TOUCEY,
Secretary of the Navy, Washington.

CONSTRUCTING ENGINEER'S OFFICE,
Navy Yard, New York, October 19, 1858.

SIR: In reply to your communication of October 18, enclosing a letter from General Ward, addressed to the Secretary of the Navy relative to the large quantities of granite which are being received at

this yard, and the consequent necessity which exists for a large increase of the force of stonecutters, I submit the following report :

The appropriation for quay wall available on the 1st of July last, was.....	\$82,000 00
Since that time there has been expended for labor.....	\$2,000 00
And for material ordered under last schedule and paid for out of this appropriation.....	2,000 00
The masons are now engaged in putting in a foundation for a large crane, which, owing to the difficulties encountered, will cost about	3,000 00
Steam pump authorized by bureau.....	1,000 00
Stone to be delivered, being the whole amount of contract.....	27,386 00
Piles on present schedule, all of which will be delivered	2,640 00
As a large quantity of excavation is necessary before piling, and as all the mud has to be taken over on the new purchase to be discharged, there will be required for dredging	10,000 00
Piling for foundation, masons, laborers, and diving bell laborers' wages engaged in laying quay wall.....	15,000 00
Wages to stone cutters to 1st July next; thirty stone cutters and laborers required to attend upon them at \$2,100 00 per month.....	18,000 00
	81,026 00
Probable balance 1st July, 1859, excluding unexpected contingencies	974 00

As at least two-thirds of the granite to be delivered under contract will require no other dressing than in the beds and joints, the present force will be equal to all which *can* be required of them.

In fact I am of the opinion that the work will be insufficient for their constant employment, if they do their duty, (which is not the case now,) until the period I have mentioned.

As the appropriation for the "launching ways" is rapidly diminishing, no stone cutting will be charged to that work after the 1st proximo.

Although my personal relations with General Ward are not agreeable, the following report received from the master stonecutter will show that I have not attempted to throw any obstacle in the way of his districts' receiving a proper proportion of appointments :

Hon. E. Ward.....	10 stone cutters, including master.
Hon. John Kelly.....	4 stone cutters.
Hon. John Cochrane..	4 stone cutters.
Hon. D. E. Sickles...	3 stone cutters.
Hon. George Taylor..	3 stone cutters.
Hon. W. B. Maclay...	3 stone cutters.

Hon. J. F. Searing... 2 stone cutters.
 Hon. J. B. Russell... 1 stone cutter.

—
 Total..... 30

On the contrary, being myself a resident of it, and largely acquainted with the mechanics resident there, I have always taken a deep interest in seeing it properly provided for.

Furthermore, I will most assuredly vote for General Ward, and use my utmost endeavors to have him returned, as a proper reward for the support he has always given to the present administration.

In conclusion, although no man is more anxious for the success of the democratic party than I am, a proper regard for my own reputation and the trust expected from me by the Hon. Secretary of the Navy, will not allow me to squander the funds which have been entrusted to my control for the execution of specific works, for the triumph of that party alone.

Respectfully, your obedient servant,

CHARLES K. GRAHAM,
Constructing Engineer.

Commodore L. KEARNY,
Commandant.

WASHINGTON, *June 14, 1858.*

SIR: We, the undersigned, respectfully request that Mr. Daniel Kennedy, the master stone cutter, be allowed to select his own foreman. We believe that harmonious action between the master and foreman will best be promoted by such a course.

Very respectfully, your obedient servants,

JOHN COCHRANE,
 ELIJAH WARD,
 JOHN KELLY,
 JOHN A. SEARING,
 W. B. MACLAY.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

NAVY DEPARTMENT, *June 16, 1858.*

GENTLEMEN: In reply to your letter of the 14th instant, requesting that Mr. Daniel Kennedy, the master stone cutter at the New York navy yard, be allowed to select his own foreman, I have the honor to state that Mr. Kennedy has undoubtedly this right under the rules of the department.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. Messrs. John Cochrane, Elijah Ward, John Kelly, John A. Searing, and W. B. Maclay.

NEW YORK, *July 10, 1858.*

DEAR SIR: You recollect that before our departure from Washington you gave me a letter to General Ward, in which you stated that the masters have power to appoint their foremen in each of the departments. This letter is not official, and but little notice will be taken of it unless you duplicate it officially to the commandant in the yard.

I regret exceedingly to give you so much trouble, yet in this case I think it necessary to retain proper discipline in the yard. It is not confined to any particular branch, as there are many departments claiming the same right that General Ward's friend does. Will you do me the special favor to write to the department immediately, which will settle the matter. Please accept my kind thanks for the prompt manner in which you made Faron's appointment. He will do honor to the place, as he is an experienced mechanic of great attainments. I will have it in my power to serve you, I hope, and be assured, my dear sir, that it will not be forgotten.

Your friend,

JOHN KELLY.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

P. S. My nomination is certain.

J. K.

NAVY DEPARTMENT, *July 30, 1858.*

SIR: The commandant of the navy yard at Brooklyn has been directed to promulgate and enforce the circular of the Bureau of Yards and Docks, issued on the 8th of July, 1857, which requires that the selection of the men to be employed under the master workmen shall be left to the latter, and that this includes foremen, unless different directions be given by the department in special cases.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. J. KELLY, *M. C., New York.*

NAVY DEPARTMENT, *July 30, 1858.*

SIR: The circular of the Bureau of Yards and Docks, issued on the 8th of July, 1857, by direction of the department, requires that the master workmen shall have the selection of the men to be employed under them. This, of course, includes foremen, unless different directions be given by the department in special cases.

You will cause the circular above referred to to be promulgated and enforced.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Commodore L. KEARNY,
Commandant of the Navy Yard, New York.

NEW YORK, *July 15, 1858.*

DEAR SIR: I have been handed the enclosed affidavits against Mr. O'Conner, foreman of the sawyers in the navy yard, additional to the charges already against him in the department.

I hope that they will be considered in connexion with the others.

Very respectfully, yours,

JOHN COCHRANE.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

DEAR SIR: The undersigned would most respectfully call your attention to the following charges against one Thomas O'Conner, at present foreman sawyer of the Brooklyn navy yard. During the time he was master sawyer of the said yard, under the administration of President Pierce, that on the 8th, 9th, 10th, and one half of the 14th days of May, 1856, he allowed one Roger McCormick, then working at sawing in the said yard, to go out after answering to his name, and fraudulently receive pay for the said time, with the sanction of the said O'Conner. I would most respectfully refer your honor to the purser's pay rolls in Washington.

THOMAS CARRIGAN,
256 John street, Brooklyn.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

CITY AND COUNTY OF NEW YORK, ss.

On this 8th day of July, 1858, before me, personally came Thomas Carrigan, to me known, who being by me duly sworn, did depose and say that the contents of the foregoing affidavit is true to the best of his knowledge and belief.

THOMAS KERRIGAN.

Sworn to this 8th day of July, 1858, before me,

JAMES L. STEWART,
Commissioner of Deeds.

DEAR SIR: I feel called upon to inform you of some of the misdemeanors perpetrated by one Thomas O'Conner, recently appointed by your honor as master sawyer of the Brooklyn navy yard, during the time he filled the position of master sawyer, under the administration of Mr. Pierce. Now, sir, I have been a democrat all of my life time and worked at sawing for a number of years in the Brooklyn navy yard previous to his appointment, but, strange to say, I could not get a day's work from the said Thomas O'Conner until I had to find

the sum of twenty dollars (\$20) for to hand over to the said Thomas O'Conner, in consideration of getting employment at sawing, and he then and there set me to work after receiving \$20.

PATRICK OWENS,

Corner of Navy and Prospect streets, Brooklyn.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

Sworn before me this 9th day of July, 1858.

ALEX. W. BENNEM,

*Commissioner of Deeds in and for the
city of Brooklyn and State of New York.*

NEW YORK, *July 10, 1858.*

DEAR SIR: In the shop of the master joiner, of which Romeo Fraganza is master workman, there are between 120 and 130 men employed—not one from my district.

I have asked to have one employed, by letter to the master and by personal interview, but unsuccessfully. The answer of the master is that when he has more work he will consider my application. If I have not misunderstood your wishes this injustice to my district cannot meet your approval. The remedy is with you and I trust you will apply it.

There are several good democrats in my district who are excellent workmen as ship joiners, and they do not ask anything unreasonable in seeking employment in this shop when there is not a man from my district in it.

Truly yours,

D. E. SICKLES.

Hon. ISAAC TOUCEY, *Secretary of the Navy.*

NEW YORK, *July 27, 1858.*

MY DEAR SIR: I have applied to Mr. Fraganza, master joiner of the navy yard, to give employment to a few men, good workmen and worthy persons, in my district. Although he has 130 men or thereabouts in his shop, he has not done so.

I have only sent one letter of recommendation to him, but no attention has been paid to it, beyond the answer that when he put an additional number of men to work he would then see what he could do.

I appeal to you to vindicate my district from this unjust and partial discrimination.

Mr. Fraganza admits he has not one man in his shop from my district.

If I have not misunderstood your views, it is your wish that the masters should select from the different districts adjacent to the yard,

in equal proportions upon the recommendation of members, the workmen employed in the shops, &c.

Truly yours,

D. E. SICKLES.

Hon. ISAAC TOUCEY, *Secretary of the Navy, Washington.*

NAVY DEPARTMENT, *August 2, 1858.*

SIR: The department has addressed the commandant of the navy yard at New York on the subject of your letter of the 27th ultimo.

Very respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. DANIEL E. SICKLES, *New York.*

NAVY DEPARTMENT, *July 30, 1858.*

SIR: The Hon. Mr. Sickles has complained to the department that an unequal and unjust course is pursued towards his district by Mr. Fraganza, the master joiner, who, though he has about 130 men under him, has not employed a single person from his district, although Mr. Sickles has made only one recommendation.

The department desires that a fair and liberal course be pursued towards Mr. Sickles' district, and wishes you to inquire into and report upon this matter.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Commodore L. KEARNY,

Commandant Navy Yard, New York.

NAVY YARD, *New York, August 5, 1858.*

SIR: On receipt of the department's letter of the 30th ultimo, Mr. Friganza, the master joiner of this yard, was called on for an explanation in regard to the complaint made by the Hon. Mr. Sickles. Mr. Friganza's letter, in answer to the subject, is herewith respectfully submitted.

The department letter of the same date, with reference to the selection of their foremen by the master workmen, was also received, and on the recommendation of Mr. Kennedy, the master stone cutter, I sanctioned the rating of a foreman, named by him, and the discharge of the person who had previously held that position.

Believing that I have carried out the intentions of the department's order, I would like to be informed if the course pursued in this instance meets its approval.

I have the honor to be, sir, very respectfully, your obedient servant,
L. KEARNY, *Commandant.*

Hon. ISAAC TOUCEY, *Secretary of the Navy.*

NAVY YARD, NEW YORK,
Joiners' Department, August 5, 1858.

SIR: In answer to your communication I beg leave to state that the district represented by the Hon. John Cochrane is represented in this department by fifteen joiners, the majority of whom were recommended by him.

There are now employed in the yard about one hundred and fifty men in the different departments who reside in Mr. Cochrane's district.

While upon this subject I would remark that it is utterly impossible for the master workman to faithfully perform his duty to his government and to his conscience, and satisfy the various political interests.

In eight congressional districts who claim the patronage of the yard, in nine cases out of ten the men who are most strenuously recommended are very indifferent hands, many of whom cannot obtain employment from private employers. It has always been my desire to accommodate the various districts as far as possible when selecting men for employment, but the duty which I owe the government makes it imperative upon my part that I should select the best and most experienced hands to perform the necessary work in this department.

Some of the members from New York have no joiners in their constituency. The Hon. Daniel E. Sickles never recommended but one man, and I employed him within three days after such recommendation.

I am not aware that Mr. Sickles has another joiner in his district.

I remain, sir, yours, very respectfully,

ROMEO FRIGANZA.

Commodore LAWRENCE KEARNY,
Commanding Navy Yard, New York.

BROOKLYN, September 23, 1858.

DEAR SIR: I have been informed that Mr. Ward had consented to the removal of Mr. Kennedy, master stone-cutter in the navy yard. If this is true let me beg you to appoint Mr. Jones. He is one of the best mechanics in the State, and a perfect gentleman, and his appointment would increase my vote at least two hundred votes. I will require all the aid in the power of the administration, and this I ought to have. My opponents have got up a spurious committee and have nominated a second democratic candidate, and there is little doubt of my defeat and the loss of the district unless supported in every possible way by the administration. Mr. Schell has almost ruined the administration members of Congress. A more unreliable and false man cannot be found. He is base and false.

If Mr. Kennedy is removed let me beg Mr. Jones's appointment. Also, I understand that Mr. Maclay intends to ask the appointment of Mr. Houstus in place of Lipper, master moulder. You will recollect that I withdrew McNearny's name with the understanding that he should be foreman, to which Mr. Maclay consented. I now join

him in behalf of Houstus, but request you to appoint or direct the appointment of McNearny as foreman, at the same time—otherwise the understanding will not be carried out.

I hope to see you last of next week.

Very respectfully yours,

GEO. TAYLOR.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

NEW YORK, *September 29, 1858.*

DEAR SIR: A person by the name of Petitt, from Virginia, is writing here to persons in my district to hold themselves in readiness to go with him as calkers to Pensacola, Florida, saying that he was to have the place of master calker there. Mr. Petitt was a resident of my district for nearly about six years since, when he was a whig. The men to whom he has written on to here are republicans. I still urge upon you for appointment John Mosier, of whom I wrote to you. It will be of great use to me. Indeed, my district has but a poor consideration in the navy yard, and I now despair of anything better.

I am, respectfully, your obedient servant,

JOHN COCHRANE.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

NEW YORK, *October 2, 1858.*

SIR: The continued and wanton disobedience in the Brooklyn navy yard of your instructions, together with its uninterrupted continuance, has satisfied me that it is now in vain to expect relief from a timely correction of the evil. That while suffering I may now, however, seem submissively to bear my burden, I here make personal charges against the master laborer, McLaughlin; the master timber inspector, Orr, and the master house carpenter, Ross. McLaughlin has, I believe, in the vicinity of two hundred men. I have no men under him. He declines giving me any, or neglects to. Orr has somewhere near one hundred and twenty men. I have one man under him, and he declines giving me more. Ross has somewhere about fifty-six men. I have two men under him. He declines giving me more. There are other masters who are but a short distance behind these in their gross partiality. It is quite useless, however, to mention them.

If you shall think these charges worthy of notice, I will hold myself in readiness to substantiate them whenever required to do so.

Respectfully yours,

JOHN COCHRANE,

Member of Congress from sixth congressional district, New York.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

NEW YORK, *November 4, 1858.*

DEAR SIR: You declined to entertain my charges against the master house carpenter, the master laborer, McLaughlin, and the master timber inspector in the Brooklyn navy yard, when made, because it was then just previous to the election. Notwithstanding the fearful influence of the navy yard against me, I have succeeded in a personal canvass; and notwithstanding the same influence in behalf of the Brooklyn district, it has been lost. I now repeat the charges I made against the masters hereinbefore enumerated, and await your reply. I am ready with my proofs, and trust the time in your judgment has arrived when they shall be heard and recognized. You will permit me to say plainly that the continuance of the shameful concentration of patronage in the Brooklyn navy yard to the comparative exclusion of New York, although Brooklyn is enjoying more than her share of the patronage of the New York custom-house, is intolerable, and should not be longer attempted.

I must, therefore, respectfully but firmly request that the democrats of my district be recognized. They will no longer be delayed, nor should they be. If nothing is to be done, I would be obliged to you for an answer even to that effect; for it is of the last importance that now I should be able to inform my constituents if they are to be considered by the administration, which, though supporting, they bitterly complain as regardless of them.

I am, very respectfully, your obedient servant,

JOHN COCHRANE.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

NEW YORK, *November 8, 1858.*

DEAR SIR: Your favor of the 6th is received, and I regret to say that it is entirely unsatisfactory, and without power of remedy for the wrongs I consider that I have endured. I have, thus far, contended in my district against the influence of the administration, and it is unreasonable to subject me longer to this adverse pressure. I wrote you before, if elected, I should be elected in spite of the hostility of the navy yard, and I have been. The only obstacle that I have had to contend against has been extensive hostile organizations in my own party, growing out of the numerous disappointments in procuring work in the navy yard. This obstacle was so serious that unless the merchant republicans and others had assisted me I should have been beaten. It is not my purpose, while sustaining the administration with the best of my ability, to submit longer to its shameful treatment of me. I am now besieged, day and night, with applications; and I must have some power of compliance, or I must openly charge the fault where it belongs. The masters of whom I wrote you have outraged me, and disobeyed your orders. You pledged yourself for their removal in case they disobeyed; I proffer to you the proof of their disobedience, and upon it I demand their removal. Mr. Graham

OWO

OMO OMO OMO

OWO OWO OWO

is the friend of Mr. Sickles ; and, of course, as he holds a check on Commodore Breese, not a man will be displaced, and everything will remain as it has been. Through various adverse influences, I have been juggled and fooled in the yard. But I submit with all respect, and I can endure it no longer, and I must receive proper consideration. I have consumed now six months in journeying to and fro, between this and Washington and the navy yard, upon errands of piddling patronage of a dollar a day's amount. It is reasonable to determine that this be ended now. You impose upon me the removal of these laborers, and probably with the same result. You will pardon me if I decline the labor. I do not think it improper that I should now insist that I at once know what I am to expect, and by what information I shall regulate my future course. You will, if you please, reply to me whether I can have any consideration in the navy yard ; and if so, how it is to be procured.

I am, very respectfully, yours,

JOHN COCHRANE.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

NEW YORK, November 18, 1858.

SIR: It is represented to me that the masters in the Brooklyn navy yard, in refusing employment to poor democrats residing in my district, act under the express or implied sanction of your department.

May I request, sir, that you will inform me by note whether such conduct on the part of the masters there employed meets with your approbation or otherwise.

It is not improper that I should again remind you that the democracy of my district consists for the most part of humble laboring men, to whom an occasional day's labor is a matter of prime necessity. It gives me pain, sir, to feel that any of my public acts, which no man among them could control, and for which no living man but myself is responsible, should have caused their exclusion from the privilege of laboring upon the public works of the government. At this season of approaching winter, and in view of the general paralysis of all industrial employments, it is especially afflicting that men who are themselves innocent should suffer this seeming proscription.

Repeated applications to me as the representative in Congress of the eighth congressional district, for letters recommending the bearers to the notice of those masters, compel me, in self-defence, to make the inquiry herein contained, and to give such publication to your reply as I shall deem necessary to exonerate myself from the charge of indifference to the wants of the humble and the poor.

May I request an early reply.

Your very obedient servant,

H. F. CLARK.

Hon. ISAAC TOUCEY,
Secretary of the Navy.

NAVY DEPARTMENT, *November 22, 1858.*

SIR: I have received your letter of the 15th instant, in which you say that it is represented to you that the masters in the Brooklyn navy yard, in refusing employment to poor democrats residing in your district, act under the express or implied sanction of this department.

This representation is altogether mistaken and without the slightest foundation. I know of no reason why the democrats of your district should be proscribed at the Brooklyn navy yard, and I have received no information that the masters, who, by the regulations of the department, have the selection of the workmen, have taken any such course.

I am, respectfully, your obedient servant,

ISAAC TOUCEY.

Hon. H. F. CLARK, *New York.*

INDEX TO PART IV.

BROOKLYN NAVY YARD.

	Page
Thomas R. Rootes, U. S. N	3
William N. Brady	37
Jacob R. Wortendyke, M. C	43
Bernard Donnelly	47
Patrick Fitzgerald	52
Alexander Ward	63
Lewis W. Berry	73
Michael Reilly	82
Joseph Smith, U. S. N	88
Lawrence Cohane	117
William Merrifield	127
John A. Searing, M. C	137
John L. White	140
Richard H. Teller	142
Lawrence Kearny, U. S. N	145
John Cochrane, M. C	148
John B. Haskin, M. C	153
Anson Herrick	158
Edward A. Barnet, U. S. N	179
Charles Hastings	184
William D. Kennedy	189
H. F. Clark, M. C	194
George Taylor, M. C	205
R. S. Swackhamer	214
George N. Sanders	220
William Turner	255
John Kelly	267
Charles K. Graham	273
Benjamin F. Deiano	286
Artemas B. Jones	296
John S. Crawford	299
John Vandervoort	303
Joseph Smith	308
William B. Maclay, M. C	313
Robert Leigh	316
Simeon Coapman	318
George A. Blood	320
Anson Herrick—Appendix to Testimony	326
William Merrifield—Appendix to Testimony	331

PHILADELPHIA NAVY YARD.

John J. McElhone.....	Page. 333
Henry S. Crabbe.....	334
Overton Carr.....	342
Thomas B. Florence, M. C.....	348

APPENDIX.

Documents from the Navy Department.....	353-390
---	---------



House documents

Bd.: [119,d,2.] 1858/59 (1859) = Congress 35, Sess. 2

Washington, DC 1859

Am.b. 3040-119,d,2

urn:nbn:de:bvb:12-bsb11037121-5